INTRODUCED: September 28, 2020

A RESOLUTION No. 2020-R058

To approve the extension of the Richmond Behavioral Health Authority's performance contract for Fiscal Year 2019 and Fiscal Year 2020.

Patron – President Newbille

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: OCT 12 2020 AT 6 P.M.

WHEREAS, pursuant to section 37.2-608(B) of the Code of Virginia (1950), as amended, the governing body of a political subdivision is required to approve the performance contract submitted by its behavioral health authority by September 30 of each year; and

WHEREAS, the Richmond Behavioral Health Authority has submitted to the Council an extension of its performance contract for the periods commencing July 1, 2018, and ending June 30, 2019, and commencing July 1, 2019, and ending June 30, 2020;

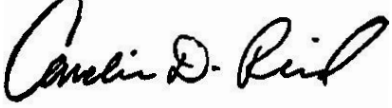
NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND:

AYES:	8	NOES:	0	ABSTAIN:	
ADOPTED:	OCT 12 2020	REJECTED:		STRICKEN:	

That the Council of the City of Richmond hereby approves the Richmond Behavioral Health Authority's extension of its performance contract for the periods commencing July 1, 2018, and ending June 30, 2019, and commencing July 1, 2019, and ending June 30, 2020. Such performance contract extension shall be substantially in the form of the documents attached hereto.

A TRUE COPY:
TESTE:



City Clerk

RECEIVED
By Barbara Fore at 12:20 pm, Sep 24, 2020

Richmond City Council

The Voice of the People — Richmond, Virginia

Office of the Council Chief of Staff

Council Ordinance/Resolution Request

TO **Haskell Brown, Interim Richmond City Attorney**

THROUGH Lawrence Anderson, Council Chief of Staff

FROM Joyce L. Davis, Council Policy Analyst
Office of the Council Chief of Staff

COPY Cynthia Newbille, Council member
Tabrica Rentz, Deputy City Attorney
Meghan Brown, Deputy Council Chief of Staff
Sam Patterson, 7th District Liaison

DATE September 17, 2020

PAGE/s 1 of 2

TITLE: **APPROVAL OF FY 19 and FY20 RICHMOND BEHAVIORAL HEALTH AUTHORITY COMMUNITY SERVICES PERFORMANCE CONTRACT EXTENSION AGREEMENT, WHICH INCLUDES FY21-22 EXHIBITS**

This is a request for the drafting of an **Ordinance** ☐ **Resolution** ☒

REQUESTING COUNCILMEMBER/PATRON

Council Member Cynthia Newbille

SUGGESTED STANDING COMMITTEE

Education and Human Services

ORDINANCE/RESOLUTION SUMMARY

To approve the FY19 and FY20 Performance Contract Extension Agreement between the Richmond Behavioral Health Authority and the Commonwealth of Virginia through December 31, 2020, which includes as an attachment, the FY21-22 Exhibits.

BACKGROUND

The Richmond Behavioral Health Authority is required by state law to enter into a bi-annual contract with the Department of Behavioral Health and Developmental Services. The RBHA Performance Contract is submitted to Council for approval on an annual basis and was last approved, September 2019. The contract has been extended by the Commonwealth of Virginia to allow time to cultivate the provisions for the new contract.

This contract is referred to as the Performance Contract and identifies anticipated budgets needed to serve consumers with intellectual disabilities, mental health and substance abuse challenges. Sections 37.2-508 and 37.2-608 of the Code of Virginia

established this contract as the primary accountability and funding mechanism between the Department and the Board. The Performance Contract is sent to the Virginia Department of Behavioral Health and Developmental Services where outcomes are monitored throughout the year.

The Richmond Behavioral Health Authority's Board of Directors reviewed the Performance Contract Extension Agreement (FY19 7 FY20) and the FY21-22 Contract Exhibits. The Performance Contract Extension Agreement was approved by the Richmond Behavioral Health Authority's Board of Directors on July 7, 2020.

RBHA will review its new contract when it is received in December, 2020 for FY21-22.

The requested introduction date is September 28, 2020.

FISCAL IMPACT STATEMENT

Fiscal Impact	Yes ☐	No ☒
Budget Amendment Required	Yes ☐	No ☒
Estimated Cost or Revenue Impact	$	

The $3,428,240 is included in the City of Richmond's approved Non-Departmental budget.

Attached is the Performance Contract and Exhibits.

Attachment/s Yes ☒ No ☐

Performance Contract and Exhibits

RBHA | RICHMOND BEHAVIORAL HEALTH AUTHORITY

RBHA.ORG
804-819-4000
107 SOUTH FIFTH STREET | RICHMOND, VA 23219

MEMORANDUM

DATE: August 24, 2020

TO: The Honorable Cynthia Newbille, Patron
The Honorable Members of City Council

THROUGH: Reginald E. Gordon
Deputy Chief Administrative Officer of Human Services

FROM: John P. Lindstrom, Ph.D., LCP *John P. Lindstrom*
Chief Executive Officer

RE: Approval of the FY 2019 and FY 2020 Community Services Performance Contract Extension Agreement and FY21-22 Performance Contract Exhibits

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PURPOSE: To approve the FY 2019 and FY 2020 Community Services Performance Contract Extension Agreement and FY21-22 Performance Contract Exhibits between the Richmond Behavioral Health Authority and the Commonwealth of Virginia.

REASON: State law provides municipalities the opportunity to review and approve plans for funding services to local consumers with intellectual disabilities, mental health and substance abuse challenges.

BACKGROUND: The Richmond Behavioral Health Authority is required by state law to enter into a bi-annual contract with the Department of Behavioral Health and Developmental Services. This contract is referred to as the Performance Contract and identifies anticipated budgets needed to serve consumers with intellectual disabilities, mental health and substance abuse challenges. The Performance Contract is sent to the Virginia Department of Behavioral Health and Developmental Services where outcomes are monitored throughout the year. The Richmond Behavioral Health Authority's Board of Directors reviewed the Performance Contract Extension Agreement and FY21-22 Contract Exhibits. On July 7, 2020, the Board approved the continuation of the Performance Contract and will review the new contract after it is received in December.

COST TO CITY: $3,428,000 *(included in the City of Richmond's Non-Departmental budget)*

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon Adoption

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: The Richmond Behavioral Health Authority's Board of Directors reviewed the Performance Contract Extension Agreement and FY21-22 Contract Exhibits. On July 7, 2020, the Board approved the continuation of the Performance Contract and will review the new contract after it is received in December.

CITY COUNCIL PUBLIC HEARING DATE: October 12, 2020

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORD. OR RES: None

REQUIRED CHANGES TO WORK PROGRAM (S): None

STAFF:

- John P. Lindstrom, Ph.D., LCP, Chief Executive Officer
- Cheryl Ivey Green, D. Min., Board Chair

AMENDMENT NO. 1
FY2019 and FY2020 COMMUNITY SERVICES
PERFORMANCE CONTRACT
Richmond Behavioral Health Authority

This Agreement amends the FY2019 and FY2020 Community Services Performance Contract (the "Contract") bearing the effective date of July 1, 2019 between the Department of Behavioral Health and Developmental Services (the "Department" or "Agency") and the Richmond Behavioral Health Authority (the "CSB"), (referred to collectively as the "Parties").

RECITALS

WHEREAS, the public health emergency presented by the COVID-19 virus has warranted the need for flexibility with CSB requirements; and

WHEREAS, these flexibilities are relevant to the delivery of services related to COVID-19 detection and treatment, as well as maximizing access to care and minimizing viral spread through community contact; and

WHEREAS, the CSB desires to extend the term of their FY2019 and FY2020 Community Services Performance Contract; and

As provided for under the terms of this Contract, the Department and the CSB agree to amend the following provisions:

1. **Section 3: Contract Term** shall be amended to extend the term effective July 1, 2020 through and ending on December 31, 2020 (the "Amendment Term").

2. **Section 4.q.: Department of Justice Settlement Agreement Requirements** shall be deleted in its entirety and replaced with Exhibit M: Department of Justice Settlement Agreement Requirements as attached hereto.

3. **Exhibit A: Resources and Services** shall be deleted in its entirety and replaced as attached hereto.

4. **Exhibit E: Performance Contract Process** shall be deleted in its entirety and replaced as attached hereto.

5. **Exhibit F: Federal Compliances** shall be deleted in its entirety and replaced with Exhibit F: Federal Grant Compliance Requirements as attached hereto.

6. This amendment shall be retroactive to July 1, 2020, and shall be binding upon any funds advanced by the Department since that date as provided in this agreement.

All other terms and conditions that are not hereby amended shall remain in full force and effect.

Counterparts and Electronic Signatures: Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

Signatures: In witness thereof, the Department and the CSB have caused this Agreement to be

AMENDMENT NO. 1
FY2019 and FY2020 COMMUNITY SERVICES
PERFORMANCE CONTRACT
Richmond Behavioral Health Authority

executed by the following duly authorized Parties.

Virginia Department of Behavioral Health and Developmental Services

By: _____

Name: Alison G. Land, FACHE

Title: Commissioner

Date: _____

Richmond Behavioral Health Authority
By: _____

Name: Cheryl Ivey Green, D. Min.

Title: Chairperson

Date: June 29, 2020

By: John P. Lindstrom

Name: John P. Lindstrom, Ph.D., LCP

Title: Executive Director

Date: June 25,2020

FY2021 And FY2022 Community Services Performance Contract

FY 2021 Exhibit A: Resources and Services

Richmond Behavioral Health Authority

Consolidated Budget (Pages AF-3 through AF-12)

Funding Sources	Mental Health (MH) Services	Developmental (DV) Services	Substance Use Disorder (SUD) Services	TOTAL
State Funds	18,509,259	7,165,872	3,850,179	29,525,310
Local Matching Funds	1,326,470	861,735	1,239,795	3,428,000
Total Fees	12,067,684	4,803,459	5,208,749	22,079,892
Transfer Fees In/(Out)	-99,508	99,508	0	0
Federal Funds	604,715	0	3,937,628	4,542,343
Other Funds	205,000	0	440,000	645,000
State Retained Earnings	0	0	0	0
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	**32,613,620**	**12,930,574**	**14,676,351**	**60,220,545**
State Funds One-Time	0	0	0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	**0**	**0**	**0**	**0**
TOTAL ALL FUNDS	**32,613,620**	**12,930,574**	**14,676,351**	**60,220,545**

Cost for MH/DV/SUD Services	**20,029,874**	**12,930,574**	**14,393,003**	**47,353,451**

Cost for Emergency Services (AP-4)	**4,745,761**
Cost for Ancillary Services (AP-4)	**3,614,116**
Total Cost for Services	**55,713,328**

Local Match Computation	
Total State Funds	29,525,310
Total Local Matching Funds	3,428,000
Total State and Local Funds	32,953,310
Total Local Match % (Local / Total State + Local)	**10.40%**

CSB Administrative Percentage	
Administrative Expenses	11,083,459
Total Cost for Services	55,713,328
Admin / Total Expenses	**19.89%**

FY2021 And FY2022 Community Services Performance Contract
FY 2021 Exhibit A: Resources and Services

Richmond Behavioral Health Authority

Financial Comments

Comment1	AF-3 MH OTHER FEDERAL - CSB $110,000
Comment2	CDBG $100,000; USDA $10,000
Comment3	
Comment4	AF-5 MH OTHER FUNDS $205,000
Comment5	COLLABORATIVE GRANT $85,000; MH DOCKET $72,000;
Comment6	MISCELLANEOUS $48,000
Comment7	
Comment8	AF-8 SUD OTHER FEDERAL - CSB $317,733
Comment9	TANF $317,733
Comment10	
Comment11	AF-9 SUD OTHER FUNDS $440,000
Comment12	RECIDIVISM $440,000
Comment13	
Comment14	
Comment15	
Comment16	
Comment17	
Comment18	
Comment19	
Comment20	
Comment21	
Comment22	
Comment23	
Comment24	
Comment25	

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Mental Health (MH) Services

Richmond Behavioral Health Authority

Funding Sources	Funds
FEES	
MH Medicaid Fees	12,067,684
MH Fees: Other	0
Total MH Fees	12,067,684
MH Transfer Fees In/(Out)	-99,508
MH Net Fees	11,968,176
FEDERAL FUNDS	
MH FBG SED Child & Adolescent (93.958)	137,436
MH FBG Young Adult SMI (93.958)	0
MH FBG SMI (93.958)	53,246
MH FBG SMI PACT (93.958)	268,052
MH FBG SMI SWVBH Board (93.958)	0
Total MH FBG SMI Funds	321,298
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	321,298
MH Federal PATH (93.150)	35,981
MH Federal COVID Emergency Grant (93.665)	
MH Other Federal - DBHDS	0
MH Other Federal - COVID Support	
MH Other Federal - CSB	110,000
Total MH Federal Funds	604,715
STATE FUNDS	
Regional Funds	
MH Acute Care (Fiscal Agent)	2,000,000
MH Acute Care Transfer In/(Out)	-1,210,975
Total MH Net Acute Care - Restricted	789,025
MH Regional DAP (Fiscal Agent)	4,398,090
MH Regional DAP Transfer In/(Out)	-216,549
Total MH Net Regional DAP - Restricted	4,181,541
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	2,699,877
MH Crisis Stabilization - Transfer In/(Out)	-680,815
Total Net MH Crisis Stabilization - Restricted	2,019,062
MH Transfers from DBHDS Facilities (Fiscal Agent)	0
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net MH Transfers from DBHDS Facilities	0
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	0
Total MH Net Expanded Community Capacity	0

FY2021 Exhibit A: Resources and Services

Mental Health (MH) Services

Richmond Behavioral Health Authority

Funding Sources	Funds
MH First Aid and Suicide Prevention (Fiscal Agent)	125,000
MH First Aid and Suicide Prevention Transfer In/(Out)	0
Total MH Net First Aid and Suicide Prevention	**125,000**
MH STEP-VA Outpatient (Fiscal Agent)	636,315
MH STEP-VA Outpatient Transfer In/Out	0
Total Net MH STEP-VA Outpatient	**636,315**
MH STEP-VA Crisis (Fiscal Agent)	1,150,925
MH STEP-VA Crisis Transfer In/Out	0
Total Net MH STEP-VA Crisis	**1,150,925**
MH Forensic Discharge Planning (Fiscal Agent)	0
MH Forensic Discharge Planning Transfer In/(Out)	0
Total Net MH Forensic Discharge Planning	**0**
MH Permanent Supportive Housing (Fiscal Agent)	1,553,034
MH Permanent Supportive Housing Transfer In/(Out)	0
Total Net MH Permanent Supportive Housing	**1,553,034**
MH Recovery (Fiscal Agent)	1,002,016
MH Other Merged Regional Funds (Fiscal Agent)	2,548,393
MH State Regional Deaf Services (Fiscal Agent)	0
MH Total Regional Transfer In/(Out)	-1,531,317
Total MH Net Unrestricted Regional State Funds	**2,019,092**
Total MH Net Regional State Funds	**12,473,994**
<u>Children State Funds</u>	
MH Child & Adolescent Services Initiative	236,337
MH Children's Outpatient Services	75,000
MH Juvenile Detention	54,821
Total MH Restricted Children's Funds	**366,158**
MH State Children's Services	25,000
MH Demo Proj-System of Care (Child)	375,000
Total MH Unrestricted Children's Funds	**400,000**
MH Crisis Response & Child Psychiatry (Fiscal Agent)	1,591,274
MH Crisis Response & Child Psychiatry Transfer In/(Out)	0
Total MH Net Restricted Crisis Response & Child Psychiatry	**1,591,274**
Total State MH Children's Funds (Restricted for Children)	**2,357,432**
<u>Other State Funds</u>	
MH Law Reform	331,492
MH Pharmacy - Medication Supports	184,007
MH Jail Diversion Services	71,250
MH Rural Jail Diversion	0

FY2021 Exhibit A: Resources and Services

Mental Health (MH) Services

Richmond Behavioral Health Authority

Funding Sources	Funds
MH Docket Pilot JMHCP Match	0
MH Adult Outpatient Competency Restoration Services	0
MH CIT-Assessment Sites	408,182
MH Expand Telepsychiatry Capacity	60,128
MH PACT	863,538
MH PACT - Forensic Enhancement	0
MH Gero-Psychiatric Services	0
MH STEP-VA - SDA, Primary Care Screening, Ancillary Services, and Clinicians Crisis	629,703
MH Young Adult SMI	0
Total MH Restricted Other State Funds	**2,548,300**
MH State Funds	1,129,533
MH State NGRI Funds	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	**1,129,533**
Total MH Other State Funds	**3,677,833**
TOTAL MH STATE FUNDS	**18,509,259**
MH Other Funds	205,000
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Programs	0
MH Other Retained Earnings	0
Total MH Other Funds	**205,000**
LOCAL MATCHING FUNDS	
MH Local Government Appropriations	1,326,470
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	**1,326,470**
Total MH Funds	**32,613,620**
MH ONE TIME FUNDS	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH State Funds	0
MH One-Time Restricted State Funds	0
Total One Time MH Funds	**0**
Total MH All Funds	**32,613,620**

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Developmental Services (DV)

Richmond Behavioral Health Authority

Funding Sources	Funds
FEES	
DV Medicaid DD Waiver Fees	4,803,459
DV Other Medicaid Fees	0
DV Medicaid ICF/IDD Fees	0
DV Fees: Other	0
Total DV Fees	4,803,459
DV Transfer Fees In/(Out)	99,508
DV NET FEES	4,902,967
FEDERAL FUNDS	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
DV Other Federal - COVID Support	0
Total DV Federal Funds	0
STATE FUNDS	
DV State Funds	1,264,522
DV OBRA Funds	0
Total DV Unrestricted State Funds	1,264,522
DV Trust Fund (Restricted)	0
DV Rental Subsidies	0
DV Guardianship Funding	0
DV Crisis Stabilization (Fiscal Agent)	3,255,708
DV Crisis Stabilization Transfer In(Out)	0
DV Net Crisis Stabilization	3,255,708
DV Crisis Stabilization-Children (Fiscal Agent)	2,645,642
DV Crisis Stabilization-Children Transfer In(Out)	0
DV Net Crisis Stabilization -Children	2,645,642
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out	0
Total Net DV Transfers from DBHDS Facilities	0
Total DV Restricted State Funds	5,901,350
Total DV State Funds	7,165,872

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Developmental Services (DV)

Richmond Behavioral Health Authority

Funding Sources	Funds
OTHER FUNDS	
DV Workshop Sales	0
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings-Regional Programs	0
DV Other Retained Earnings	0
Total DV Other Funds	0
LOCAL MATCHING FUNDS	
DV Local Government Appropriations	861,735
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	861,735
Total DV Funds	12,930,574
DV ONE TIME FUNDS	
DV One-Time Restricted State Funds	0
Total One Time DV Funds	0
Total DV All Funds	12,930,574

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Richmond Behavioral Health Authority

Funding Sources	Funds
FEES	
SUD Medicaid Fees	5,208,749
SUD Fees: Other	0
Total SUD Fees	5,208,749
SUD Transfer Fees In/(Out)	0
SUD NET FEES	5,208,749
FEDERAL FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)	1,213,939
SUD FBG SARPOS (93.959)	177,032
SUD FBG Jail Services (93.959)	0
SUD FBG Co-Occurring (93.959)	0
SUD FBG New Directions (93.959)	700,000
SUD FBG Recovery (93.959)	100,000
SUD FBG MAT - Medically Assisted Treatment (93.959)	0
Tota SUD FBG Alcohol/Drug Treatment Funds	2,190,971
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	1,008,036
Total SUD FBG Women Funds	1,008,036
SUD FBG Prevention (93.959)	372,555
SUD FBG Prev-Family Wellness (93.959)	0
Total SUD FBG Prevention Funds	372,555
SUD Federal VA Project LINK/PPW (93.243)	0
SUD Federal Strategic Prevention (93.243)	48,333
SUD Federal COVID Emergency Grant (93.665)	0
SUD Federal YSAT – Implementation (93.243)	0
SUD Federal OPT-R - Prevention (93.788)	0
SUD Federal OPT-R - Treatment (93.788)	0
SUD Federal OPT-R - Recovery (93.788)	0
Total SUD Federal OPT-R Funds (93.788)	0
SUD Federal Opioid Response – Recovery (93.788)	0
SUD Federal Opioid Response – Treatment (93.788)	0
SUD Federal Opioid Response – Prevention (93.788)	0
Total SUD Federal Opioid Response Funds (93.788)	0
SUD Other Federal - DBHDS	0
SUD Other Federal - CSB	317,733
SUD Other Federal - COVID Support	0
TOTAL SUD FEDERAL FUNDS	3,937,628

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Richmond Behavioral Health Authority

Funding Sources	Funds
STATE FUNDS	
Regional Funds	
SUD Facility Reinvestment (Fiscal Agent)	49,488
SUD Facility Reinvestment Transfer In/(Out)	0
Total SUD Net Facility Reinvestment	49,488
SUD Transfers from DBHDS Facilities (Fiscal Agent)	0
SUD Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net SUD Transfers from DBHDS Facilities	0
SUD Community Detoxification (Fiscal Agent)	115,000
SUD Community Detoxification – Transfer In/(Out)	0
Total Net SUD Community Detoxification	115,000
SUD STEP-VA (Fiscal Agent)	0
SUD STEP-VA - Transfer In/(Out)	0
Total SUD Net STEP-VA - Restricted	0
Total SUD Net Regional State Funds	164,488
Other State Funds	
SUD Women (includes LINK at 4 CSBs) (Restricted)	428,522
SUD Recovery Employment	0
SUD MAT - Medically Assisted Treatment	150,000
SUD Peer Support Recovery	0
SUD Permanent Supportive Housing Women	496,019
SUD SARPOS	37,417
SUD Recovery	0
Total SUD Restricted Other State Funds	1,111,958
SUD State Funds	2,326,496
SUD Region V Residential	0
SUD Jail Services/Juvenile Detention	0
SUD HIV/AIDS	247,237
Total SUD Unrestricted Other State Funds	2,573,733
Total SUD Other State Funds	3,685,691
TOTAL SUD STATE FUNDS	3,850,179
OTHER FUNDS	
SUD Other Funds	440,000
SUD Federal Retained Earnings	0
SUD State Retained Earnings	0
SUD State Retained Earnings-Regional Programs	0
SUD Other Retained Earnings	0
Total SUD Other Funds	440,000
LOCAL MATCHING FUNDS	
SUD Local Government Appropriations	1,239,795
SUD Philanthropic Cash Contributions	0

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Richmond Behavioral Health Authority

Funding Sources	Funds
SUD In-Kind Contributions	0
SUD Local Interest Revenue	0
Total SUD Local Matching Funds	1,239,795
Total SUD Funds	14,676,351
SUD ONE-TIME FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK-6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD FBG Recovery (93.959)	0
SUD State Funds	0
Total SUD One-Time Funds	0
Total All SUD Funds	14,676,351

FY2021 And FY2022 Community Services Performance Contract

FY 2021 Exhibit A: Resources and Services

Local Government Tax Appropriations

Richmond Behavioral Health Authority

City/County	Tax Appropriation
Richmond City	3,428,000
Total Local Government Tax Funds:	3,428,000

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Resources and Core Services Costs by Program Area

Richmond Behavioral Health Authority

	MH Services	DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	32,613,620	12,930,574	14,676,351	[redacted]		60,220,545
Cost for MH, DV, SUD, Emergency, and Ancillary Services	20,029,874	12,930,574	14,393,003	4,745,761	3,614,116	55,713,328
Difference	12,583,746	0	283,348	-4,745,761	-3,614,116	4,507,217

Difference results from

Other: 4,507,217

Explanation of Other in Table Above:

Regional DAP - 3,248,698; MH Reinvestment (Other) - 268,061; Acute Care - 195,436; SA Reinvestment - 14,821; MH Crisis Response & Child Psychiatry - CSU - 432,883; MH Crisis Response & Child Psychiatry - Ambulatory (Mobile) - 137,677; SA FBG New Directions - 209,642

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 100 Mental Health Services

Richmond Behavioral Health Authority

Report for Form 11

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Psychiatric Inpatient Services	1 Beds		$2,000,000
310 Outpatient Services	1.5 FTEs		$59,612
312 Medical Services	8 FTEs		$2,756,624
350 Assertive Community Treatment	13 FTEs		$1,599,497
320 Case Management Services	53 FTEs		$4,193,268
410 Day Treatment or Partial Hospitalization	60 Slots		$1,271,111
425 Mental Health Rehabilitation	90 Slots		$1,328,501
510 Residential Crisis Stabilization Services	16.04 Beds		$2,693,128
551 Supervised Residential Services	10 Beds		$831,588
581 Supportive Residential Services	9 FTEs		$3,296,545
	Totals		**$20,029,874**

Form 11A: Pharmacy Medication Supports	Number of Consumers
803 Total Pharmacy Medication Supports Consumers	1290

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 200 Developmental Services

Richmond Behavioral Health Authority

Report for Form 21

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	1.5 FTEs		$270,719
320 Case Management Services	27 FTEs		$2,886,628
420 Ambulatory Crisis Stabilization Services	3 Slots		$966,853
425 Developmental Habilitation	11 Slots		$288,171
430 Sheltered Employment	8 Slots		$123,970
465 Group Supported Employment	32 Slots		$516,200
460 Individual Supported Employment	2 FTEs		$227,079
510 Residential Crisis Stabilization Services	12 Beds		$2,776,757
551 Supervised Residential Services	6 Beds		$1,402,988
581 Supportive Residential Services	1 FTEs		$147,179
610 Prevention Services	20 FTEs		$3,324,030
	Totals		**$12,930,574**

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 300 Substance Use Disorder Services

Richmond Behavioral Health Authority

Report for Form 31

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	3.35 FTEs		$415,386
312 Medical Services	0.65 FTEs		$1,158,526
313 Intensive Outpatient Services	5.1 FTEs		$800,936
335 Medication Assisted Treatment Services	1.1 FTEs		$684,627
320 Case Management Services	17.75 FTEs		$1,742,135
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	3.5 Beds		$1,683,294
521 Intensive Residential Services	50 Beds		$6,655,861
551 Supervised Residential Services	36 Beds		$716,325
610 Prevention Services	3 FTEs		$535,913
	Totals		**$14,393,003**

FY2021 And FY2022 Community Services Performance Contract

FY2021 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

Richmond Behavioral Health Authority

Report for Form 01

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	28 FTEs		$4,745,761
318 Motivational Treatment Services	1.25 FTEs		$796,738
390 Consumer Monitoring Services	3.5 FTEs		$282,856
720 Assessment and Evaluation Services	11.5 FTEs		$2,534,522
Totals			**$8,359,877**

FY2021 And FY2022 Community Services Performance Contract

Table 2: Board Management Salary Costs

Name of CSB: Richmond Behavioral Health Authority

Table 2a: Management Position Title	FY 2021 Beginning	Salary Range Ending	FY 2021 Budgeted Tot. Salary Cost	Tenure (yrs)
Executive Director	$176,181.00	$176,181.00	$176,181.00	6.00

Table 2: Integrated Behavioral and Primary Health Care Questions

1. Is the CSB participating in a partnership with a federally qualified health center, free clinic, or local health department to integrate the provision of behavioral health and primary health care?

No

2. If yes, who is the partner?

- ☐ a federally qualified health center
  - Name:
- ☐ a free clinic
  - Name:
- ☐ a local health department, or
  - Name:
- ☐ another organization
  - Name:

3. Where is primary health (medical) care provided?

- ☐ on-site in a CSB program,
- ☐ on-site at the primary health care provider, or
- ☐ another site --specify:

4. Where is behavioral health care provided?

- ☐ on-site in a CSB program,
- ☐ on-site at the primary health care provider, or
- ☐ another site --specify:

Exhibit E: FY21 and FY22 Performance Contract Process

DUE DATE	DESCRIPTION
5-22-20	1. The Department distributes the FY 2021 Letters of Notification to CSBs by this date electronically with enclosures that show tentative allocations of state and federal block grant funds. *This is contingent on the implementation of the fiscal year budget as passed by the General Assembly and signed into law by the Governor. The Code of Virginia allows the Governor to make certain adjustments to the Budget. Changes in Federal legislation, inclement weather and uncertain revenue collections, are just a few examples of events that may require adjustments to the budget in order to maintain the balanced budget as required by Virginia's constitution.* 2. Contracts shall conform to Letter of Notification allocations of state and federal funds or amounts subsequently revised by or negotiated with the OMS and confirmed in writing and shall contain actual appropriated amounts of local matching funds. 3. The Department distributes the amendment and extension of the FY 2019 and FY 2020 Community Services Performance Contract. 4. The Department's Office of Information Services and Technology (OIS&T) distributes the FY 2021 Performance Contract package software in the Community Automated Reporting System (CARS) to CSBs. 5. CSB Financial Analysts in the Department's Office of Fiscal and Grants Management (OFGM) During June and July, prepare electronic data interchange transfers for the first two semi- monthly payments (July) of state and federal funds for all CSBs.
06-24-20	FY 2021 Exhibit A submitted electronically in CARS, are due in the OIS&T by this date. Table 2 Board Management and Salary Cost and Integrated Behavioral and Primary Health Care Questions of Exhibit A shall be submitted with in CARS.
07-01-20	1. All required signature pages for the amendment to extend the term of the FY19-20 performance contract shall be signed and submitted electronically. This shall include the AMENDMENT NO. 1 FY2019 and FY2020 COMMUNITY SERVICES PERFORMANCE CONTRACT and any applicable Exhibits D that may be due at this time to the Office of Management Services (OMS) attached by email and sent to the performancecontractsupport@dbhds.virginia.gov email address. 2. If the CSB has not included the minimum 10 percent local matching funds in the contract, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code and State Board Policy 4010, to the OMS with its contract. However, if a local match waiver has been granted for the FY19-20 Contract, this waiver shall be extended. *For example: If a CSB was granted a waiver for its FY 2020 contract, that waiver is extended for the FY 2020 contract extension. However, if a CSB did not need a waiver for its original FY 2020 contract and now needs one for the contract extension, it shall include a waiver request for its FY 2020 contract extension.* 3. If the amount of CSBs local match in their end of year report results in reducing the local match below the required 10%, then this requirement also applies to end of the fiscal year performance contract reports. The waiver shall conform to the Minimum Ten Percent Matching Funds Waiver Request Guidelines.

DUE DATE	DESCRIPTION
	4. The CSB Financial Analysts prepares the transfers for payments 3 and 4 during July and August (August payments) of state and federal funds. CSB Financial Analysts prepare the transfers for payments 5 and 6 during August and September (September payments) of state and federal funds. 5. Payments may not be released without complete contracts. Once the completed contract is received transfers for these two semi-monthly payments will be processed and funds will be disbursed with the next scheduled payment.
07-13-20	The OIS&T distributes FY 2020 end of the fiscal year performance contract report.
07-31-20	CSBs submit their June Community Consumer Submission 3 (CCS 3) extract files for June to the OIS&T in time to be received by this date.
08-21-20	CSBs submit their complete CCS 3 reports for total (annual) FY 2020 CCS 3 service unit data to the OIS&T in time to be received by this date. The Department will not accept any corrections to the FY2020 end of year CCS report after this date.
08-31-20	1. CSBs send complete FY 2020 end of the fiscal year electronic CARS performance contract reports to the OIS&T in time to be received by this date. 2. The OMS reviews services sections of the reports for correctness, completeness, consistency, and acceptability; resolves discrepancies with CSBs; and communicates necessary changes to CSBs. 3. OFGM CSB Financial Analysts review financial portions of reports for arithmetic accuracy, completeness, consistency, and conformity with state funding actions; resolve discrepancies with CSBs; and communicate necessary changes to CSBs. 4. Once they complete their reviews of a CSB's reports, the OMS and OFGM CSB Financial Analysts notify the CSB to submit new reports reflecting only those approved changes to OIS&T. 5. CSBs submit new reports to correct errors or inaccuracies no later than **09-18-2020**. The Department will not accept CARS report corrections after this date. 6. Submitting a report without correcting errors identified by the CARS error checking program may result in the imposition by the Department of a one- time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses. 7. CSBs shall submit their July 2021 CCS 3 monthly extract files for July to the OIT&S in time to be received by this date.

Exhibit E: FY21 and FY22 Performance Contract Process

DUE DATE	DESCRIPTION
09-30-20	1. Department staff complete reviews by this date of contracts received by the due date that are complete and acceptable. 2. The OFGM analyzes the revenue information in the contract for conformity to Letter of Notification allocations and advises the CSB to revise and resubmit financial forms in Exhibit A of its contract if necessary. 3. The Offices of Community Behavioral Health, Child and Family, and Developmental Services review and approve new service proposals and consider program issues related to existing services based on Exhibit A. 4. The OMS assesses contract completeness, examines maintenance of local matching funds, integrates new service information, makes corrections and changes on the service forms in Exhibit A, negotiates changes in Exhibit A, and finalizes the contract for signature by the Commissioner. The OMS notifies the CSB when its contract is not complete or has not been approved and advises the CSB to revise and resubmit its contract. 5. The OIS&T receives CARS and CCS 3 submissions from CSBs, maintains the community services database, and processes signed contracts into that database as they are received from the OMS. 6. CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for August to the OIT&S in time to be received by this date.
10-02-20	1. After the Commissioner signs the contracts, a fully executed copy of the Contract will be send to the CSBs. 2. CSB Financial Analysts prepare transfers for payments 7 and 8 during September and October (October payments). 3. Payment 7 or 8 may not be released without receipt of a CSB's final FY 2020 CCS 3 consumer, type of care, service, diagnosis, and outcomes extract files and FY 2020 end of the fiscal year by the due date. 4. CSB Financial Analysts prepare transfers for payments 9 and 10 during October and November (November payments).
10-16-20	CSBs submit Federal Balance Reports to the OFGM in time to be received by this date.
10-31-20	1. CSBs submit CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for September to the OIT&S in time to be received by this date. 2. CSB Financial Analysts prepare transfers for payments 11 and 12 During November and December (December payments). Payments may not be released without receipt of September CCS 3 submissions and final Federal Balance Reports.
11-30-20	CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for October to the OIT&S in time to be received by this date.

Exhibit E: FY21 and FY22 Performance Contract Process

DUE DATE	DESCRIPTION
12-04-20	1. CSBs that are not local government departments or included in local government audits send one copy of the Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR) by this date. 2. CSBs submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR by this date. For programs with different fiscal years, reports are due three months after the end of the year. 3. The CSBs shall have a management letter and plan of correction for deficiencies which must be sent with these reports. 4. Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government. 5. The CSB must forward a plan of correction for any audit deficiencies to the OBFR by this date. 6. To satisfy federal block grant sub-recipient monitoring requirements imposed on the Department under the Single Audit Act, a CSB that is a local government department or is included in its local government audit shall contract with the same CPA audit firm that audits its locality to perform testing related to the federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grants. Alternately, the local government's internal audit department can work with the CSB and the Department to provide the necessary sub-recipient monitoring information. 7. If the CSB receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, the CSB and the Department may negotiate an Exhibit D that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them.
12-31-20	1. CSB Financial Analysts prepare transfers for payment 13 through 16 (January and February payments). For CSBs whose FY 2020 end of the fiscal year performance contract reports have been not verified as accurate and internally consistent, and whose CCS 3 monthly extracts for October have been not received, payments may not be released. 2. CSBs submit their CCS 3 monthly extract files for November to the OIT&S in time to be received by this date.
01-08-21	The OIS&T distributes FY 2021 mid-year performance contract report software in CARS
01-29-21	CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for December to the OIS&T in time to be received by this date.
02-19-21	1. CSBs send complete mid-year performance contract reports and a revised Table 1: Board of Directors Membership Characteristics to the OIS&T electronically in CARS. 2. CSB Financial Analysts prepare transfers during February for payment 17 and 18 (March payments) for CSBs whose monthly CCS3 extract for December and CARS reports not received by the end of January; payments may not be released. 3. CSB Financial Analysts prepare transfers during March for payments 19 and 20 (April payments) for CSBs whose complete FY 2020 mid-year performance contract reports not

DUE DATE	DESCRIPTION
	received by the due date, payments may not be released.
02-26-21	CSBs submit their CCS3 extract files for January to the OIS&T in time to be received by this date, for CSBs whose monthly CCS3 extract files for January were not received by the end of the month, payments may not be released.
03-31-21	1. CSBs submit their CCS 3 extract files for February to the OIS&T in time to be received by this date. 2. CSB Financial Analysts prepare transfers during March for payments 21 and 22 (May payments) for CSBs whose mid-year performance contract reports have not been verified as accurate and internally consistent and whose monthly CCS3 extract files for February were not received by the end of the month. Payments may not be released.
04-30-21	1. CSBs submit their CCS 3 monthly consumer, type of care, service, diagnosis, and outcomes extract files for March to the OIS&T in time to be received by this date. 2. CSB Financial Analysts prepare transfers during May for payment 23 and 24 (June payments) for CSBs whose monthly CCS3 extract files for March were not received by the end of April, payments may not be released.
05-31-21	1. CSBs submit their CCS 3 monthly extract files for April to the OIS&T in time to be received by this date, for CSBs whose monthly CCS 3 extract files for April were received by the end of May. 2. If April CCS 3 extract files are not received by May 31st, this may delay or even eliminate payment 24 due to time restrictions on when the Department can send transfers to the Department of Accounts for payment 24.
06-30-21	CSBs submit their CCS 3 monthly extract files for May to the OIS&T by this date.

Exhibit F: Federal Grant Compliance Requirements

Background

State agencies often administer federal awards received as pass-through funds to other non-federal entities. These non-federal recipient entities are called Subrecipients and they assist in carrying out various federally-funded programs. Subrecipients are typically units of local government (i.e. city and county agencies) but also include other entities such as Native American tribes, institutions of higher education, special districts and non-profits. The nature of these relationships are governed by federal statute, regulations, and policies in addition to state laws and regulations. The source of the funding determines the regulations and policies that govern the provision of the funds. The Substance Abuse and Mental Health Services Administration (SAMHSA) is the primary source of federal funds awarded to DBHDS. DBHDS also receives funds from the U.S. Department of Justice and the U.S. Department of Education.

As a primary recipient of federal funds, state agencies serve a pass-through role in which funds are subawarded to Subrecipients. Federal regulations require that pass-through entities provide monitoring of their Subrecipients which is outlined in Sections 200.330 through 200.345 in 2 C.F.R. Part 200 and Sections 75.300 through 75.391 in 45 C.F.R. Part 200 for SAMHSA awards. Further, audit requirements contained in 2 C.F.R. Part 200, Subpart F and 45 C.F.R. Part 75, Subpart F for SAMHSA awards, require that pass-through entities monitor the activities of their Subrecipient, as necessary, to ensure that federal awards are used appropriately and that performance goals are achieved.

In order to further the provision of necessary goods and services to the community, DBHDS may enter into federally-funded subrecipient relationships with Community Service Boards (CSBs). This exhibit provides compliance requirements for the federal grants that DBHDS serves as the pass-through entity to the CSBs.

Defined Terms

Drug-free Workplace – A site for the performance of work done in connection with a specific agreement awarded to a Subrecipient, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

Intangible Property – Property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Major Medical Equipment – An item intended for a medical use that has a cost of more than $1,000 per unit.

Minor Renovation, Remodeling, Expansion, and Repair of Housing – Improvements or renovations to existing facilities or buildings that do not total more than $5,000.

Notice of Award (NOA) – The formal documentation received from the federal awarding entity that notifies the recipient of a grant award. The document also typically outlines grant-specific compliance and reporting requirements.

Pass-Through Entity - Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient – The non-federal entity that receives a grant award from a federal entity. The recipient may be the end user of the funds or may serve as a pass-through to subrecipient entities.

Subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

Subrecipient - A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Unliquidated Obligations – An invoice for which the Subrecipient has already been allocated funding to pay by the pass-through entity that falls within timeframe for expending unliquidated obligations provided in Section III of this Exhibit. Unliquidated Obligations cannot include personnel costs and are limited to goods or services that were purchased or contracted for prior to the end of the Period of Performance but were not yet expensed as the goods or services were not yet received or the Subrecipient had not yet received an invoice.

I. Federal Grant Requirements for DBHDS as the Pass-through Entity

As the pass-through entity for federal grant funds, DBHDS must comply and provide guidance to the subrecipient in accordance with U.S. C.F.R. 2 § 200.331 and CFR 45 § 75.352 (for SAMHSA awards):

A. Ensure every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward:

1. Subrecipient name (which must match the name associated with its unique entity identifier;
2. Subrecipient's unique entity identifier;
3. Federal Award Identification Number (FAIN);
4. Federal Award Date (see § 75.2 Federal award date) of award to the recipient by the HHS awarding agency;
5. Subaward Period of Performance Start and End Date;
6. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
7. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
8. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
10. Name of HHS awarding agency, pass-through entity, and contract information for awarding official of the pass-through entity;
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
12. Identification of whether the award is R&D; and
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 75.414).

B. Comply with all Federal statutes, regulations and the terms and conditions of the Federal award.

C. The Department shall negotiate with the subrecipient an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in § 75.414(f).

D. The Department is responsible for monitoring the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include, but not limited to the following:

1. Reviewing financial and performance reports required by the pass-through entity.
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
3. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by § 75.521.
4. The Department shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.

5. The Department shall verify that every subrecipient is audited as required by subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 75.501.
6. The Department shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

II. General Federal Grant Requirements for the Department and CSBs

The federal grants listed in Section IV of this Exhibit have requirements that are general to the federal agency that issues the funds. Included below are the general grant terms and conditions for each of the federal agencies for which DBHDS is the pass-through entity to the CSBs.

A. SAMHSA GRANT

1. **Grant Oversight:** The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR §§ 75.351 – 75.352, Sub-recipient monitoring and management.

2. **Non-Supplant**: Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

2. **Unallowable Costs:** All costs incurred prior to the award issue date and costs not consistent with the Funding Opportunity Announcement (FOA), 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this award.

3. **Availability of Funds**: It is understood and agreed between the Subrecipient and DBHDS that DBHDS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4. **Improper Payments**: Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Department of Health and Human Services, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Award, Funding Opportunity Announcement, or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS under this Agreement or any other agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.

5. **Conflicts of Interest Policy**: Recipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
   a) Address conditions under which outside activities, relationships, or financial
   b) interests are proper or improper;
   c) Provide for advance disclosure of outside activities, relationships, or financial
   d) interests to a responsible organizational official;
   e) Include a process for notification and review by the responsible official of

f) potential or actual violations of the standards; and
g) Specify the nature of penalties that may be imposed for violations.

6. **Restriction on Executive Pay**: The Consolidated Appropriations Act, 2019 (Pub. L.115-245) signed into law on September 28, 2018, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements.

   Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II or $192,300 annually. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement.

7. **Treatment of Property and Equipment**: If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s). Per 2 CFR 200.33 and 45 CFR 75.2, Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.

8. **Program Income**: Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.

9. **Travel**: Funds used to attend meetings, conferences or implement the activities of this grant must support the per diem applied to Federal travel costs for Meal and Incidental expenses. If meals are provided, the per diem must be reduced by the allotted meal cost(s).

10. **Fraud, Waste and Abuse Reporting**: The Subrecipient shall report any fraud, waste or abuse to the HHS Inspector General.

11. **Financial Management**: Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this agreement in accordance with all applicable federal and state requirements, including without limitation: 1) the Uniform Guidance, 45 C.F.R. Part 75; 2) the Notice of Award; and 3) Funding Opportunity Announcement. The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

12. **Audit of Financial Records**: The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) and 45 CFR 75-500 – 75.521 as applicable. The Subrecipient will, if total federal funds expended are $750,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards (45 CFR 75-501(a)). Within thirty 30 days of the effective date of this Agreement, the Subrecipient will provide the Federal Grants Manager at DBHDS with a copy of its most recent (last) single audit. If any findings were noted in the audit report, corrective actions taken to fully resolve the finding must also be provided. If there are no audit findings, a letter indicating no findings shall be submitted. If a 2 CFR 200 or 45 CFR 75 audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided to DBHDS' Federal Grants Manager within 30 days of the completion of the audit.

If total federal funds expended are less than $750,000 for a year the Subrecipient is exempt from federal audit requirements (45 CFR 75-501(d)), however, the Subrecipient's records must be made available to the pass-through agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office and the Comptroller General of the United States upon request, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Further, if applicable, within 30 days of the effective date of this Agreement, the Subrecipient must submit to DBHDS' Federal Grants Manager a written statement of exemptions to the single audit requirement and a copy of the most recent audited financial statement along with any findings and corrective action plans.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Subrecipient, the Subrecipient shall reimburse the ass-Through Agency upon demand.

Pursuant to 45 CFR 75.361, the Subrecipient shall retain all books, records, and other documents relative to this agreement for three (3) years from the date of the final expenditure report provided by the Department. In the event that any litigation, claim, or audit is initiated prior to the expiration of the 3 year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DBHDS, its authorized agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.

13. **Standards for Documentation of Personnel Expenses**: The Subrecipient shall comply with 2 CFR 200.430 and 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 and 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 45 CFR 75.430(x)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (45 CFR 75.430), must also be supported by records indicating the total number of hours worked each day. As a result, all nonexempt employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these times sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection.

17. **Accounting Records and Disclosures**: The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Recipient and SAMHSA may conduct a financial compliance audit and on-site program review of this project.

18. **Federal Funding Accountability and Transparency Act (FFATA)**: The Subrecipient will meet the following conditions in compliance with FFATA:
    a) Maintain registration in the federal System Award Management (SAM) throughout the duration of this project, or at least five years;
    b) Maintain a DUNS number and share it with DBHDS;
    c) Provide address for primary Virginia service location(s). including nine digit zip code;
    d) Provide Executive compensation information for five most highly compensated officers if all of the following apply:
        i. The organization receives more than 80 percent of its annual gross revenues in Federal awards.
        ii. The organization receives $25,000,000 or more in annual gross revenues from Federal awards,

iii. Executive compensation has not previously been reported to any Federal Agency through any other reporting system.

19. **Mandatory Disclosures**: Pursuant to 45 CFR 75.113, the Subrecipient must report to the pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. These reports must be made in writing in a timely manner.

20. **English Language**: All communication between the pass-through entity and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.

21. **Restrictions on Lobbying**: Pursuant to 45 CFR 75.215, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

22. **Confidentiality of Alcohol and Drug Abuse Patient Records**: Regulations specified in 42 CFR Part 2 are applicable to any information about patients that are participating in a "program" as defined in 42 CFR 2.11 if the program is federally assisted in any manner (42 CFR 2.2b(1)(2)). Information may only be disclosed in accordance with 42 CFR Part 2, and the Subrecipient is responsible for assuring security and confidentiality of all electronically transmitted patient material.

23. **Intangible Property Rights** (Pursuant to 2 CFR 200.315 and 45 CFR 75.322):

    i. Title to intangible property acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).

    ii. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.

    iii. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.

    iv. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

    v. Freedom of Information Act:
        i. In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the

Federal Government in developing an agency action that has the force and effect of law, the HHS awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the HHS awarding agency obtains the research data solely in response to a FOIA request, the HHS awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the HHS awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

ii. Published research findings means when:
   a. Research findings are published in a peer-reviewed scientific or technical journal; or
   b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

iii. Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:
   a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
   b. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

vi. The requirements set forth in paragraph (v)(i) of this section do not apply to commercial organizations.

vii. The pass-through agency reserves the irrevocable right to utilize any Intangible Property described above, royalty-free, for the completion of the terms of this Grant and Agreement.

24. **Crediting Grant on Publications and Conference Materials**: Conference materials and other publications funded by this agreement must include language that conveys the following:

   i. The publication, event or conference was funded [in part or in whole] by SAMHSA Grant #[APPLICABLE GRANT NUMBER MUST BE PROVIDED];
   ii. The views expressed in written materials or by conference speakers and moderators do not necessarily reflect the official policies of the U.S. Department of Health and Human Services or the Executive Branch of the Commonwealth of Virginia;
   iii. Mention of trade names, commercial practices or organizations does not imply endorsement by the U.S. Government or the Commonwealth of Virginia.

25. **Trafficking Victims Protection Act**: This agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). See http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives.

26. **National Historical Preservation Act and Executive Order 13287, Preserve America**: The Subrecipient must comply with this federal legislation and executive order.

27. **Executive Order 13410 Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs**: In the exchange of patient level health information to external entities, the Subrecipient must:

    i. Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement; and
    ii. Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of this agreement.

28. **Welfare-to-Work**: The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.

29. **Applicable Laws and Courts**: This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.

30. **Drug Free Workplace**: During the performance of this agreement, the Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

31. **Confidentiality of Alcohol and Drug Abuse Patient Records**: Pursuant to 45 CFR 2 all project patients' records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The Subrecipient is responsible for assuring compliance with these regulations and principles including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

32. **Prohibition on the use of Marijuana for Treatment**: Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

33. **Accessibility Provisions**: The Subrecipient must administer their programs in compliance with Federal civil rights law. This means that the Subrecipient must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring the programs are accessible to persons with limited English proficiency.

34. **Immigration Reform and Control Act of 1986**: By entering into a written agreement with the Commonwealth of Virginia, the Subrecipient certifies that the Subrecipient does not, and shall not during the performance of the agreement for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

35. **Same-Sex Marriage Requirements:** Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in this program. This means that, as a recipient of these funds you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sex marriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.

36. **Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship**: If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 45 C.F.R. 75 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the Department of Health and Human Services.

37. **Compliance with Federal Regulations/Statute/Policy**: The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned in this agreement including 2 C.F.R. § 200, 45 C.F.R. § 75, the Department of Health and Human Services Grant Policy Statement, SAMHSA Grant Administration Policies and Regulations, the relevant Funding Opportunity Announcement (FOA), relevant Notice of Award (NOA), or any other source.

38. **Equal Treatment for Faith-Based Organizations**: The Subrecipient assures that it is and will continue to be in full compliance with the applicable provisions of 45 CFR Part 54, Charitable Choice Regulations, and 45 CFR Part 87, Equal Treatment for Faith- Based Organizations Regulations, in its receipt and use of federal Mental Health Services and SABG funds and federal funds for Projects for Assistance in Transitions from Homelessness programs. The regulations prohibit discrimination against religious organizations, provide for the ability of religious organizations to maintain their religious character, and prohibit religious organizations from using federal funds to finance inherently religious activities.

III. Federal Grant Specific Requirements

There are additional requirements to the grants included in Section IV of this Exhibit that are not universal to all grants that DBHDS administers. Included below, by grant name, is a list of the grant specific requirements as required by federal statute, regulation, and policy.

A. SAMHSA GRANTS

1. State Opioid Response Grant (SUD Federal Opioid Response)

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-18-015) associated with the State Opioid Response Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

a. **Restrictions on Expenditures:** State Opioid Response Grant funds may not be used to:
   i. Pay for any lease beyond the project period.

ii. Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to $75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)

iii. Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)

iv. Provide detoxification services unless it is part of the transition to MAT with extended release naltrexone.

v. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. Note: A recipient or treatment or prevention provider may provide up to $30 non-cash incentive to individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow-up interview.

vi. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Funding Opportunity Announcement. Grant funds may be used for light snacks, not to exceed $3.00 per person.

vii. Support non-evidence-based treatment approaches.

viii. For services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, e.g. HHS (CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA) and non-federal funds, 3rd party insurance, and sliding scale self-pay among others.

ix. To provide a grant or subaward to any agency which would deny any eligible client, patient, or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders.

x. To provide incentives to any health care professional for receipt of data waiver or any type of professional training development.

xi. Directly or indirectly, purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under and FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

b. <u>Expenditure Guidelines</u>:

i. Grant funds:

a) Shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus.

b) For treatment and recovery support services grant funds shall only be utilized to provide services to individuals with a diagnosis of an opioid use disorder or to individuals with a demonstrated history of opioid overdose problems.

c) May only fund FDA approved products.

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date of this agreement, or following 40 days after the end of the Period of Performance provided on the initial signature page of Exhibit D.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement

d. **Closeout**: Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

2. Substance Abuse Prevention and Treatment Block Grant (SUD FBG)

Pursuant to the Substance Abuse Prevention and Treatment Block Grant (SAPTBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

a. **Restrictions on Expenditures:** No SAPTBG funds may not be used for any of the following purposes:

i. To provide inpatient hospital services unless it has been determined, in accordance with the guidelines issued by the Secretary of Health and Human Services, that such treatment is a medical necessity for the individual involved and that the individual cannot be effectively treated in a community-based, non-hospital, residential program of treatment;
ii. To make cash payments to intended recipients of health services;
iii. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment as defined in the Defined Terms section of this Exhibit.
iv. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
v. To provide financial assistance to any entity other than a public or non-profit entity.
vi. To carry out any program that provides individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome. (42 US Code § 300x-31(a))

b. **Grant Guidelines:**
1. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).

2. No entity receiving SAPTBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).

3. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).

4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

d. **Closeout**: Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days prior to the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until the end of the Period of Performance to pay for remaining allowable costs.

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

3. Community Mental Health Services Block Grant (MH FBG)

Pursuant to the Community Mental Health Services Block Grant (CMHSBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

a. **Restrictions on Expenditures:** CMHSBG funds may not be used for any of the following purposes:
   1. To provide inpatient services;
   2. To make cash payments to intended recipients of health services;
   3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment (as defined in the Definitions section of this Exhibit);
   4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
   5. To provide financial assistance to any entity other than a public or non-profit entity. (42 US Code § 300x-5(a))

b. **Grant Guidelines:**
   1. No entity receiving CMHSBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or

on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).

2. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).

3. The Subrecipient must provide the services through appropriate, qualified community programs, which may include community mental health centers, child mental-health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental-health primary consumer-directed programs. Services may be provided through community mental health centers only if the centers provide: 1) Services principally to individuals residing in a defined geographic area (hereafter referred to as a "service area"); 2) Outpatient services, including specialized outpatient services for children, the elderly, individuals with a Serious Mental Illness (SMI), and residents of the service areas of the center who have been discharged from inpatient treatment at a mental health facility; 3) 24-hour-a-day emergency care services; 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services; 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission; 6) Services within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay; and 7) Services that are accessible promptly, as appropriate, and in a manner which preserves human dignity and assures continuity of high quality care (42 US Code § 300x-2(c)).

4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.

6. Treatment and competency restoration services may be provided to individuals with a serious mental illness or serious emotional disturbance who are involved with the criminal justice system or during incarceration.

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

   DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

d. **Closeout**: Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days prior to the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until the end of the Period of Performance to pay for remaining allowable costs.

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

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Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

4. Projects for Assistance in Transition from Homelessness (PATH)

Pursuant to the Notice of Award received by DBHDS, Funding Opportunity Announcements (SM-19-F2 and SM-20-F2), and relevant statutes associated with the Project for Assistance in Transition from Homelessness (PATH) Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

a. **Restrictions on Expenditures:** PATH funds may not be used for any of the following purposes:
   1. To support emergency shelters or construction of housing facilities;
   2. For inpatient psychiatric treatment costs or inpatient substance use disorder treatment costs; or
   3. To make cash payments to intended recipients of mental health or substance use disorder services (42 U.S. Code § 290cc-22(g)).
   4. For lease arrangements in association with the proposed project utilizing PATH funds beyond the project period nor may the portion of the space leased with PATH funds be used for purposes not supported by the grant.

b. **Grant Guidelines:**
   1. All funds shall be used for the purpose of providing the following:
      i. Outreach services;
      ii. Screening and diagnostic treatment services;
      iii. Habilitation and rehabilitation services;
      iv. Community mental health services;
      v. Alcohol or drug treatment services;
      vi. Staff training including the training of individuals who work in shelters, mental health clinics, substance use disorder programs, and other sites where homeless individuals require services;
      vii. Case management services including:
         1. Preparing a plan for the provision of community mental health services to the eligible homeless individual involved and reviewing such plan not less than once every three months;

2. Providing assistance in obtaining and coordinating social and maintenance services for the eligible homeless individuals, including services relating to daily living activities, personal financial planning, transportation services, and habilitation and rehabilitation services, prevocational and vocational services, and housing services;
3. Providing assistance to the eligible homeless individual in obtaining income support services, including housing assistance, supplemental nutrition assistance program benefits, and supplemental security income benefits;
4. Referring the eligible homeless individual for such other services as may be appropriate; and
5. Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act (42 U.S. Code § 1383(a)(2)) if the eligible homeless individual is receiving aid under Title XVI of such act (42 U.S. Code § 1381 et seq.) and if the applicant is designated by the Secretary to provide such services;

viii. Supportive and supervisory services in residential settings;
ix. Referrals for primary health services, job training, educational services, and relevant housing services;
x. Minor renovation, expansion, and repair of housing (as defined in the Definitions section of this Exhibit);
xi. Planning of housing;
xii. Technical assistance in applying for housing assistance;
xiii. Improving the coordination of housing services;
xiv. Security deposits;
xv. The costs associated with matching eligible homeless individuals with appropriate housing situations;
xvi. One-time rental payments to prevent eviction;
xvii. Other appropriate services as determined by the Secretary of Health and Human Services (42 U.S. Code § 290cc-22(b)).

2. All funds shall only be utilized for providing the services outlined above to individuals who:
   i. Are suffering from a serious mental illness; or
   ii. Are suffering from a serious mental illness and from a substance use disorder; and
   iii. Are homeless or at imminent risk of becoming homeless (42 U.S. Code § 290cc-22(a)).
3. Funding may not be allocated to an entity that:
   i. Has a policy of excluding individuals from mental health services due to the existence or suspicion of a substance use disorder; or
   ii. Has a policy of excluding individuals from substance use disorder services due to the existence or suspicion of mental illness (42 U.S. Code § 290cc-22(e)).
4. Match amounts agreed to with DBHDS may be:
   i. Cash;
   ii. In-kind contributions, that are fairly evaluated, including plant, equipment, or services.

   Amounts provided by the federal government or services assisted or subsidized to any significant extent by the Federal Government, shall not be included in determining the amount of match (42 U.S. Code § 290cc-23(b)).

5. Subrecipients may not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S. Code § 6101 et seq.), on the basis of handicap under section 504 of the Rehabilitation Act of 1973 (29 U.S. Code § 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S. Code § 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d et seq.)(42 U.S. Code § 290cc-33(a)(1)).
6. The Subrecipient shall not exclude from participation in, deny benefits to, or discriminate against any individuals that are otherwise eligible to participate in any program or activity funded from the PATH grant (42 U.S. Code § 290cc-33(a)(2)).

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

d. **Closeout**: Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 365 days after the end of the Period of Performance to pay for remaining allowable costs.

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 365 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 395th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

5. Strategic Prevention Framework Partnerships For Success (SPF-PFS) Grant

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (SP-15-003) associated with the Strategic Prevention Framework Partnerships for Success Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

a. **Restrictions on Expenditures:** SPF-PFS Grant funds may not be used for any of the following purposes:
   1. Pay for any lease beyond the project period.
   2. Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
   3. Pay for the purchase or construction of any building or structure to house any part of the program. (Subrecipients may request up to $75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)

4. Pay for housing other than residential mental health and/or substance use disorder treatment.
5. Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
6. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
7. Only allowable costs associated with the use of federal funds are permitted to fund EBPs. Other sources of funds may be used for unallowable costs (e.g. meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prices, or in-kind contributions.
8. Make direct payments to individuals to induce them to enter prevention or treatment services. However, grant funds may be used for non-clinical support services (e.g. bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
9. Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, grant funds may be used for non-cash incentives of up to $30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to $30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow-up. This amount may be paid for participation in each required interview.
10. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Performance Contract. Grant funds may be used for light snacks, not to exceed $2.50 per person.
11. Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug.
12. Pay for pharmacologies for HIV antiretroviral therapy, Sexually Transmitted Diseases (STD)/Sexually Transmitted Illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.

b. **Grant Guidelines:**
   1. Subrecipients must use the grant money to fund comprehensive, data-driven substance disorder use prevention strategies to continue to accomplish the following goals:
      i. Prevent the onset and reduce the progression of substance use disorder;
      ii. Reduce substance use disorder-related problems;
      iii. Strengthen prevention capacity/infrastructure at the state, tribal, and community levels and;
      iv. Leverage, redirect and align state/tribal-wide funding streams and resources for prevention.

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

   DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

d. **Closeout**: Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
PO Box 1797
Richmond, VA 23218-1797
C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

6. Young Adult Substance Abuse Treatment Implementation Grant

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-17-002) associated with the Youth Treatment Implementation Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

a. **Restrictions on Expenditures:** Young Adult Substance Abuse Treatment Implementation Grant funds may not be used for any of the following purposes:
   1. Pay for any lease beyond the project period.
   2. Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
   3. Pay for the purchase or construction of any building or structure to house any part of the program. (Subrecipients may request up to $75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
   4. Pay for housing other than residential mental health and/or substance use disorder treatment.
   5. Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
   6. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
   7. Only allowable costs associated with the use of federal funds are permitted to fund EBPs. Other sources of funds may be used for unallowable costs (e.g. meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prices, or in-kind contributions.
   8. Make direct payments to individuals to induce them to enter prevention or treatment services. However, grant funds may be used for non-clinical support services (e.g. bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.

9. Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, grant funds may be used for non-cash incentives of up to $30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to $30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow-up. This amount may be paid for participation in each required interview.
10. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Performance Contract. Grant funds may be used for light snacks, not to exceed $3.00 per person.
11. Consolidated Appropriations Act, 2016, Division H states, SEC. 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
12. Pay for pharmacologies for HIV antiretroviral therapy, Sexually Transmitted Diseases (STD)/Sexually Transmitted Illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.

b. **Grant Guidelines:**

1. Funds must be used to improve capacity to increase access to treatment and to improve the quality of treatment for adolescents and transitional youth aged 16-25, and their families/primary caregivers through:
   i. Expanding and enhancing SUD treatment services for adolescents and transitional youth aged 16-25;
   ii. Involving families, adolescents, and transitional aged youth at the state/territorial/tribal/local levels to inform policy, program, and effective practice;
   iii. Expanding the qualified workforce;
   iv. Disseminating Evidence-Based Practices (EBPs);
   v. Developing funding and payment strategies that support EBPs in the current funding environment; and
   vi. Improving interagency collaboration.

2. Subrecipients must address each of the following required activities:
   i. Provide outreach and other engagement strategies to increase participation in, and provide access to, treatment for diverse populations (i.e. ethnic, racial, sexual orientation, gender identity, etc.).
   ii. Provide direct treatment including screening, assessment, care management, and recovery support for diverse populations at risk. Treatment must be provided in outpatient, intensive outpatient, or day treatment settings. Clients must be screened and assessed for the presence of substance use disorders and/or co-occurring mental and substance use disorders, using an assessment instrument(s) that is evidence-based, and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such disorders.
   iii. Provide youth recovery support services and supports (e.g. recovery coaching, vocational, educational, and transportation services) designed to support recovery and improve access and retention.
   iv. Provide the EBPs in assessment(s) and treatment intervention(s), selected in consultation with DBHDS for the population of focus.

v. Participate in a provider collaborative, managed by DBHDS, that, at a minimum, provides the following:
   1. Direct treatment for SUD and/or co-occurring substance use and mental disorders and recovery support services to the population of focus;
   2. Identifies and addresses common provider-level administrative challenges in providing substance abuse treatment and recovery support services to the population of focus;
   3. Develops and implements a common continuous quality improvement/quality assurance plan across the providers in the collaborative to improve the services provided;
   4. Identifies and addresses common barriers faced by the population of focus in accessing services; and
   5. Promotes coordination and collaboration with family support organizations to assist in the development of peer support services and strengthen services for the population of focus who have, or are at risk of SUD and/or co-occurring substance use and mental disorders.

3. Subrecipients must screen and assess clients for the presence of SUD and/or co-occurring mental and substance use disorders and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such co-occurring disorders.

4. Subrecipients must utilize third party and other revenue realized from the provision of services to the extent possible and use Youth Treatment Implementation Grant funds only for services to individuals who are not covered by public or commercial eHealth insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Subrecipients are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Subrecipients should also consider other systems from which a potential service recipient may be eligible for services if appropriate for and desired by that individual to meet his/her needs. In addition, subrecipients are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

   DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

d. **Closeout**: Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

   Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

   DBHDS

PO Box 1797
Richmond, VA 23218-1797
C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

7. State Pilot Grant Program for Treatment for Pregnant and Postpartum Women (PPW)

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-17-016) associated with the PPW-PLT Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

a. **Restrictions on Expenditures:** PPW Grant funds may not be used for any of the following purposes:
   1. Pay for any lease beyond the project period.
   2. Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
   3. Pay for the purchase or construction of any building or structure to house any part of the program. (Subrecipients may request up to $75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
   4. Pay for housing other than residential mental health and/or substance use disorder treatment.
   5. Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
   6. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
   7. Only allowable costs associated with the use of federal funds are permitted to fund EBPs. Other sources of funds may be used for unallowable costs (e.g. meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prices, or in-kind contributions.
   8. Make direct payments to individuals to induce them to enter prevention or treatment services. However, grant funds may be used for non-clinical support services (e.g. bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
   9. Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, grant funds may be used for non-cash incentives of up to $30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to $30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow-up. This amount may be paid for participation in each required interview.

10. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in this Performance Contract. Grant funds may be used for light snacks, not to exceed $3.00 per person.
11. Consolidated Appropriations Act, 2016, Division H states, SEC. 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
12. Pay for pharmacologies for HIV antiretroviral therapy, Sexually Transmitted Diseases (STD)/Sexually Transmitted Illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.

b. **Grant Guidelines:**
   1. Subrecipients must utilize third party and other revenue realized from the provision of services to the extent possible and use grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan.

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

   DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

d. **Closeout**: Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

   Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

   DBHDS
   PO Box 1797
   Richmond, VA 23218-1797
   C/O Ramona Howell

   Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

   In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever

discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

IV. List of Federal Grants

Provided in the chart below is a current list of the federal grants that DBHDS passes-through to CSBs and the required identifying information that should be used to categorize and track these funds.

SAMHSA GRANTS	
GRANT NAME: State Opioid Response Grant (SUD Federal Opioid Response) **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** H79TI081682 **FEDERAL AWARD DATE:** 2/19/2018 **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY:** Virginia Department of Behavioral Health and Developmental Services **CFDA NUMBER:** 93.788 **RESEARCH AND DEVELOPMENT AWARD:** _____YES OR __X__NO **FEDERAL GRANT AWARD YEAR:** FFY 2019 **AWARD PERIOD:** 9/30/2019 – 9/29/2020	**GRANT NAME:** Substance Abuse Prevention and Treatment Block Grant (SUD FBG) **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** B08TI010053-19 **FEDERAL AWARD DATE:** 6/12/2019 **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY:** **Virginia Department of Behavioral Health and Developmental Services** **CFDA NUMBER:** 93.959 **RESEARCH AND DEVELOPMENT AWARD:** ____YES OR __X__NO **FEDERAL GRANT AWARD YEAR:** FFY 2019 **AWARD PERIOD:** 10/1/2018 – 9/30/2020
GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG) **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** B08TI010053-20 **FEDERAL AWARD DATE:** TBD **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY:** **Virginia Department of Behavioral Health and Developmental Services** **CFDA NUMBER:** 93.959 **RESEARCH AND DEVELOPMENT AWARD:** ____YES OR __X__NO **INDIRECT COST RATE:** Federally Negotiated Rate or 10% if None Exists **FEDERAL GRANT AWARD YEAR:** FFY 2020 **AWARD PERIOD:** 10/1/2019 – 9/30/2021	**GRANT NAME:** Community Mental Health Services Block Grant (MH FBG) **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** B09SM010053-19 **FEDERAL AWARD DATE:** 12/26/2018 **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY:** **Virginia Department of Behavioral Health and Developmental Services** **CFDA NUMBER:** 93.958 **RESEARCH AND DEVELOPMENT AWARD:** ____YES OR __X__NO **INDIRECT COST RATE:** Federally Negotiated Rate or 10% if None Exists **FEDERAL GRANT AWARD YEAR:** FFY 2019 **AWARD PERIOD:** 10/1/2018 – 9/30/2020

GRANT NAME: Community Mental Health Services Block Grant (MH FBG) **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** B09SM010053-20 **FEDERAL AWARD DATE:** TBD **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services** **CFDA NUMBER:** 93.958 **RESEARCH AND DEVELOPMENT AWARD:** ___YES OR __X__NO **FEDERAL GRANT AWARD YEAR:** FFY 2020 **AWARD PERIOD:** 10/1/2019 – 9/30/2021	**GRANT NAME:** Projects for Assistance in Transition from Homelessness (PATH) **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** X06SM016047-19 **FEDERAL AWARD DATE:** 8/28/2019 **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services** **CFDA NUMBER:** 93.15 **RESEARCH AND DEVELOPMENT AWARD:** ___YES OR __X__NO **FEDERAL GRANT AWARD YEAR:** FFY 2019 **AWARD PERIOD:** 9/1/2019 – 8/31/2020
GRANT NAME: Projects for Assistance in Transition from Homelessness (PATH) **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** X06SM016047-20 **FEDERAL AWARD DATE:** TBD **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services** **CFDA NUMBER:** 93.15 **RESEARCH AND DEVELOPMENT AWARD:** ___YES OR __X__NO **FEDERAL GRANT AWARD YEAR:** FFY 2020 **AWARD PERIOD:** 9/1/2020 – 8/31/2021	**GRANT NAME:** Strategic Prevention Framework Partnerships For Success (SPF-PFS) Grant **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** SP020791 **FEDERAL AWARD DATE:** 2/8/2016 **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services** **CFDA NUMBER:** 93.243 **RESEARCH AND DEVELOPMENT AWARD:** ___YES OR __X__NO **FEDERAL GRANT AWARD YEAR:** FFY 2020 **AWARD PERIOD:** 9/30/2019 – 9/29/2020
GRANT NAME: Young Adult Substance Abuse Treatment Implementation Grant (YSAT) **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** H79TI080197 **FEDERAL AWARD DATE:** 5/16/2017 **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services** **CFDA NUMBER:** 93.243 **RESEARCH AND DEVELOPMENT AWARD:** ___YES OR __X__NO **INDIRECT COST RATE:** Federally Negotiated Rate or 10% if None Exists **FEDERAL GRANT AWARD YEAR:** FFY 2020 **AWARD PERIOD:** 9/30/2019 – 9/29/2020	**GRANT NAME:** Young Adult Substance Abuse Treatment Implementation Grant (YSAT) **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** H79TI080197 **FEDERAL AWARD DATE:** TBD **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services** **CFDA NUMBER:** 93.243 **RESEARCH AND DEVELOPMENT AWARD:** ___YES OR __X__NO **INDIRECT COST RATE:** Federally Negotiated Rate or 10% if None Exists **FEDERAL GRANT AWARD YEAR:** FFY 2021 **AWARD PERIOD:** 9/30/2020 – 9/29/2021

GRANT NAME: State Pilot Grant Program for Treatment for Pregnant and Postpartum Women (PPW) **FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):** TI080766 **FEDERAL AWARD DATE:** 9/14/2017 **FEDERAL AWARDING AGENCY:** Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) **FEDERAL AWARD PASS-THROUGH ENTITY:** **Virginia Department of Behavioral Health and Developmental Services** **CFDA NUMBER:** 93.243 **RESEARCH AND DEVELOPMENT AWARD:** ____YES OR __X__NO **INDIRECT COST RATE:** Federally Negotiated Rate or 10% if None Exists **FEDERAL GRANT AWARD YEAR:** FFY 2020 **AWARD PERIOD:** 9/30/2019 – 9/29/2020	

Exhibit M

Department of Justice Settlement Agreement Requirements

The CSB and the Department agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice (DOJ) and the Commonwealth of Virginia, entered in the U. S. District Court for the Eastern District of Virginia on August 23, 2012 [section IX.A, p. 36], and in compliance indicators agreed to by the parties and filed with the Court on January 14, 2020.

Sections identified in text or brackets refer to sections in the agreement requirements apply to the target population defined in section III.B of the Agreement: individuals with developmental disabilities who currently reside in training centers, (ii) meet criteria for the DD Waiver waiting list, including those currently receiving DD Waiver services, or (iii) reside in a nursing home or an intermediate care facility (ICF).

1.) Case Managers or Support Coordinators shall provide anyone interested in accessing DD Waiver Services with a DBHDS provided resource guide that contains information including but not limited t case management eligibility and services, family supports including the IFSP Funding Program, family and peer supports, information on how to access REACH services, and information on where to access general information. [section III.C.2. a-f, p. 1].

2.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers or support coordinators who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].

3.) For individuals receiving case management services pursuant to the Agreement, the individual's case manager or support coordinator shall meet with the individual face-to- face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs [section V.F.1, page 26].
   a. At these face-to-face meetings, the case manager or support coordinator shall: observe the individual and the individual's environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual's individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and in the most integrated setting appropriate to the individual's needs.
   b. The case manager or support coordinator shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting.
   c. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual's support plan or its implementation, or a discrepancy between the implementation of supports and services and the individual's strengths and preferences, then the case manager or support coordinator shall report and document the issue in accordance with Department policies and regulations, convene the individual's service planning team to address it, and document its resolution.

4.) DBHDS shall develop and make available training for CSB case managers and leadership staff on how to assess change in status and that ISPs are implemented appropriately. DBHDS shall provide a tool with elements for the case managers to utilize during face-to-face visits to assure that changes in status as well as ISP are implemented appropriately and documented.
   a. CSB shall ensure that all case managers and case management leadership complete the training that helps to explain how to identify change in status and that elements of the ISP are implemented appropriately. The CSB shall deliver the contents of the DBHDS training through support coordinator

supervisors or designated trainers to ensure case managers understand the definitions of a change in status or needs and the elements of appropriately implemented services, as well as how to apply and document observations and needed actions.

b. CSB shall ensure that all case managers use the DBHDS On-Site Visit Tool during one face-to-face visit each quarter to assess at whether or not each person receiving targeted case management under the waiver experienced a change in status and to assess whether or not the ISP was implemented appropriately.

5.) Using the process developed jointly by the Department and Virginia Association of Community Services Boards (VACSB) Data Management Committee (DMC), the CSB shall report the number, type, and frequency of case manager or support coordinator contacts with individuals receiving case management services [section V.F.4, p. 27].

6.) The CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's or support coordinator's face-to-face visits and observations and assessments [section V.F.5, p 27]. Reporting in WaMS shall include the provision of data and actions related to DBHDS defined elements regarding a change in status or needs and the elements of appropriately implemented services in a format, frequency, and method determined by DBHDS [section III.C.5.b.i.].

7.) The individual's case manager or support coordinator shall meet with the individual face-to-face at least every 30 days (including a 10 day grace period but no more than 40 days between visits), and at least one such visit every two month must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:

a. Receive services from providers having conditional or provisional licenses;
b. Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals
c. Have an interruption of service greater than 30 days;
d. Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
e. Have transitioned from a training center within the previous 12 months; or
f. Reside in congregate settings of five or more individuals. Refer to Enhanced Case Management Criteria Instructions and Guidance issued by the Department.

8.) Case managers or support coordinators shall give individuals a choice of service providers from which they may receive approved DD Waiver services, present all options of service providers based on the preferences of the individuals, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form in the waiver management system (WaMS) application. [section III.C.5.c, p. 8].

9.) The CSB shall complete the Support Coordinator Quality Review process for a statistically significant sample size as outlined in the Support Coordinator Quality Review Process.

a. DBHDS shall annually pull a statistically significant stratified sample of individuals receiving HCBBS
waiver services and send this to the CSB to be utilized to complete the review.
b. Each quarter, the CSB shall complete the number of Support Coordinator Quality Reviews and provide data to DBHDS as outlined by the process.
c. DBHDS shall analyze the data submitted to determine the following elements are met:
    i. The CSB offered each person the choice of case manager/provider
    ii. The case manager assesses risk, and risk mitigation plans are in place

iii. The case manager assesses whether the person's status or needs for services and supports have changed and the plan has been modified as needed.
iv. The case manager assists in developing the person's ISP that addresses all of the individual's risks, identified needs and preferences.
v. The ISP includes specific and measurable outcomes, including evidence that employment goals have been discussed and developed, when applicable.
vi. The ISP was developed with professionals and nonprofessionals who provide individualized supports, as well as the individual being served and other persons important to the individual being served.
vii. The ISP includes the necessary services and supports to achieve the outcomes such as medical, social, education, transportation, housing, nutritional, therapeutic, behavioral, psychiatric, nursing, personal care, respite, and other services necessary.
viii. Individuals have been offered choice of providers for each service.
ix. The case manager completes face-to-face assessments that the individual's ISP is being implemented appropriately and remains appropriate to the individual by meeting their health and safety needs and integration preferences.
x. The CSB has in place and the case manager has utilized where necessary, established strategies for solving conflict or disagreement within the process of developing or revising ISPs, and addressing changes in the individual's needs, including, but not limited to, reconvening the planning team as necessary to meet the individuals' needs.

d. DBHDS shall review the data submitted and complete a semi-annual report that includes a review of data from the Support Coordinator Quality Reviews and provide this information to the CSB. To assure consistency between reviewers, DBHDS shall complete an inter-rater reliability process.
e. If 2 or more records do not meet 86% compliance for two consecutive quarters, the CSB shall receive technical assistance provided by DBHDS.
f. The CSB shall cooperate with DBHDS and facilitate its completion of on-site annual retrospective reviews at the CSB to validate findings of the CSB Support Coordinator Quality Review to provide technical assistance for any areas needing improvement.

10.) Case managers or support coordinators shall offer education about integrated community options to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [section III.D.7, p. 14]. Case managers shall offer this education at least annually and at the following times:
   a. At enrollment in a DD Waiver
   b. When there is a request for a change in Waiver service provider(s)
   c. When an individual is dissatisfied with a current Waiver service provider,
   d. When a new service is requested
   e. When an individual wants to move to a new location, or
   f. When a regional support team referral is made as required by the Virginia Informed Choice Form

11.) For individuals receiving case management services identified to have co-occurring mental health conditions or engage in intense behaviors, the individual's case manager or support coordinator shall assure that effective community based behavioral health and/or behavioral supports and services are identified and accessed where appropriate and available.
   a. If the case manager or support coordinator incurs capacity issues related to accessing needed behavioral support services in their designated Region, every attempt to secure supports should be made to include adding the individual to several provider waitlists (e.g. based upon individualized needs, this may be inclusive of psychotherapy, psychiatry, counseling, applied behavior analysis/positive behavior support providers, etc.) and following up with these providers quarterly to determine waitlist status.

12.) The CSB shall identify children and adults who are at risk for crisis through the standardized crisis screening tool or through the utilization of the elements contained in the tool at intake, and if the individual is identified as at risk for crisis or hospitalization, shall refer the individual to REACH. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.2]

13.) For individuals that receive enhanced case management, the case manager or support coordinator shall utilize the standardized crisis screening tool during monthly visits; for individuals that receive targeted case management, the case manager or support coordinator shall use the standardized crisis screening tool during quarterly visits. Any individual that is identified as at risk for crisis shall be referred to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.3]

14.) The CSB shall ensure that CSB Executive Directors, Developmental Disability Directors, case management or support coordination supervisors, case managers or support coordinators, and intake workers participate in training on how to identify children and adults who are at risk for going into crisis.
   a. CSBs shall ensure that training on identifying risk of crisis for intake workers and case managers (or support coordinators) shall occur within 6 months of hire. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.5]

15.) The CSB shall provide data on implementation of the crisis screening tool as requested by DBHDS when it is determined that an individual with a developmental disability has been hospitalized and has not been referred to the REACH program.
   a. The CSB shall provide to DBHDS a "statistically significant" number of the times the CSB utilizedof the crisis screening tools, or documentation of utilization of the elements contained within the tool during a crisis screening, completed during the 1st six months and annually thereafter for the Department to review to ensure the tool is being implemented as designed and is appropriately identifying people at risk of crisis. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.6]
   b. DBHDS shall develop the risk of crisis/hospitalization elements and tool in partnership with the VACSB.
   c. DBHDS shall develop a training on assessing risk of crisis/hospitalization for the CSB to utilize to train staff. The CSB shall utilize this training to train staff.
   d. DBHDS shall initiate a quality review process monthly to include requesting documentation for anyone hospitalized who was not referred to the REACH program and either actively receiving case manager during the time frame or for whom an intake was completed prior to hospitalization. The CSB shall promptly, but within no more than 5 business days, provide the information requested.

16.) CSB Case manager shall work with the REACH program to identify a community residence within 30 days of admission to the program including making a referral to RST when the system has been challenged unable to find an appropriate provider within this timeframe.

17.) CSB emergency services shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone, assist callers in identifying and connecting with local services, and, where necessary, dispatch at least one mobile crisis team member adequately trained to address the crisis for individuals with developmental disabilities [section III.C.6.b.i.A, p. 9].
   a. The mobile crisis team shall be dispatched from the Regional Education Assessment Crisis Services Habilitation (REACH) program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and has mobile crisis teams to address crisis situations and offer services and support on site to

individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10].

b. All Emergency services staff and their supervisors shall complete the REACH training, created and made available by DBHDS, that is part of the emergency services training curriculum.
c. DBHDS shall create and update a REACH training for emergency staff and make available through the agency training website.
d. CSB emergency services shall notify the REACH program of any individual suspected of having a developmental disability who is experiencing a crisis and seeking emergency services as soon as possible, preferably prior to the initiation of a preadmission screening evaluation.
e. Early notification would allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible.
f. If the CSB has an individual receiving services in the REACH Crisis Therapeutic Home (CTH) program with no plan for placement and a length of stay that shall soon exceed 30 concurrent days, the CSB Executive Director or his or her designee shall provide a weekly update describing efforts to achieve an appropriate discharge for the individual to the Director of Community Support Services in the Department's Division of Developmental Services or his/her designee.
g. DBHDS shall notify the CSB executive director when it is aware of a person at the REACH CTH who is nearing a 30-day concurrent stay.

18.) Comply with State Board Policy 1044 (SYS) 12-1 Employment First [section III.C.7.b, p. 11]. This policy supports identifying community-based employment in integrated work settings as the first and priority service option offered by case managers or support coordinators to individuals receiving day support or employment services.

a. CSB case managers shall take the on line case management training modules and review the case management manual.
b. CSB case managers shall initiate meaningful employment conversations with individuals starting at the age of 14 until the age of retirement 65.
c. CSB case managers shall discuss employment with all individuals, including those with intense medical or behavioral support needs, as part of their ISP planning processes.
d. CSB case managers shall document goals for or toward employment for all individuals 18-64 or the specific reasons that employment is not being pursued or considered.
e. DBHDS shall create training and tools for case managers around meaningful conversation around employment including for people with complex medical and behavioral support needs. The CSB shall utilize this training with its staff and document its completion.

19.) CSB case managers or support coordinators shall liaise with the Department's regional community resource consultants in their regions [section III.E.1, p. 14].

20.) Case managers or support coordinators shall participate in discharge planning with individuals' personal support teams (PSTs) for individuals in training centers for whom the CSB is the case management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].

21.) In developing discharge plans, CSB case managers or support coordinators, in collaboration with facility PSTs, shall provide to individuals and, where applicable, their authorized representatives, specific options for types of community placements, services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].

22.) CSB case managers or support coordinators and PSTs shall coordinate with specific types of community providers identified in discharge to provide individuals, their families, and, where applicable,

their authorized representatives with opportunities to speak with those providers, visit community placements (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].

23.) CSB case managers or support coordinators and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17].

24.) Case managers or support coordinators shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].

25.) In coordination with the Department's Post Move Monitor, the CSB shall conduct post- move monitoring visits within 30, 60, and 90 days following an individual's movement from a training center to a community setting [section IV.C.3, p.19]. The CSB shall provide information obtained in these post move monitoring visits to the Department within seven business days after the visit.

26.) If a CSB provides day support or residential services to individuals in the target population, the CSB shall implement risk management and quality improvement processes, including establishment of uniform risk triggers and thresholds that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidental causes [section V.C.1, p. 22].

27.) Using the protocol and the real-time, web-based incident reporting system implemented by the Department, the CSB shall report any suspected or alleged incidents of abuse or neglect as defined in § 37.2-100 of the Code, serious injuries as defined in 12 VAC 35- 115-30 of the *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services* or deaths to the Department within 24 hours of becoming aware of them [section V.C.2, p. 22].

28.) Participate with the Department to collect and analyze reliable data about individuals receiving services under this Agreement from each of the following areas:

a. safety and freedom from harm
b. physical, mental, and behavioral
c. avoiding crises
d. choice and self-determination
e. community inclusion, health and well-being
f. access to services
g. provider capacity
h. stability, [section V.D.3, pgs. 24 & 25]

29.) Participate in the regional quality council established by the Department that is responsible for assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].

30.) Provide access and assist the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services being provided to individuals receiving services under the Agreement [section VI.H, p. 30 and 31].

31.) Participate with the Department and any third party vendors in the implementation of the National Core

Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for selected individuals receiving services under the Agreement. This includes informing individuals and authorized representatives about their selection for participation in the NCI individual surveys or QSRs; providing the access and information requested by the vendor, including health records, in a timely manner; assisting with any individual specific follow up activities; and completing NCI surveys [section V.I, p. 28].

a. During FY 21, the QSR process will be accelerated and will require the CSB to fully participate in the completion of QSR implementation twice during a nine-month period. This will ensure that the Commonwealth can show a complete improvement cycle intended by the QSR process by June 30, 2021. The attached GANTT details the schedule for the QSR reviews of 100% of providers, including support coordinators, for two review cycles.

32.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances to enable the RST to monitor, track, and trend community integration and challenges that require further system development:

a. within five calendar days of an individual being presented with any of the following residential options: an ICF, a nursing facility, a training center, or a group home/congregate setting with a licensed capacity of five beds or more;
b. if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
c. immediately when an individual is displaced from his or her residential placement for a second time [sections III.D.6 and III.E, p. 14].

33.) DBHDS shall provide data to CSBs on their compliance with the RST referral and implementation process.

a. DBHDS shall provide information quarterly to the CSB on individuals who chose less integrated options due to the absence of something more integrated at the time of the RST review and semi-annually
b. DBHDS shall notify CSBs of new providers of more integrated services so that individuals who had to choose less integrated options can be made aware of these new services and supports.
c. CSBs shall offer more integrated options when identified by the CSB or provided by DBHDS.
d. CSBs shall accept technical assistance from DBHDS if the CSB is not meeting expectations.

34.) Case managers or support coordinators shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual's needs and consistent with his or her informed choice occur [section III.E.1- 3, p. 14].

a. CSBs shall collaborate with DBHDS CRCs to explore community integrated options including working with providers to create innovative solutions for people.

The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be given at the sole discretion of the CSB [section VI.G, p. 31].

35.) Developmental Case Management Services

a. Case managers or support coordinators employed or contracted by the CSB shall meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department's Licensing Office may verify compliance as it reviews personnel records.
b. Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual's status or needs and desires change.

c. During its inspections, the Department's Licensing Office may verify this as it reviews the ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.

d. The CSB shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB's electronic health record (EHR) to the Department within five (5) business days through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS).

e. If the CSB is unable to submit via the data exchange process, it shall enter this data directly through WaMS, when the individual is entered the first time for services, or when his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including information about the individual's:

i. full name
ii. social security number
iii. Medicaid number
iv. level of care information
v. change in status
vi. terminations
vii. CSB unique identifier
viii. transfers
ix. current physical residence address
x. waiting list information
xi. living situation (e.g., group home
xii. bed capacity of the group home if that is chosen
xiii. family home, or own home)

f. Case managers or support coordinators and other CSB staff shall comply with the SIS® Administration Process and any changes in the process within 30 calendar days of notification of the changes.

g. Case managers or support coordinators shall notify the Department's service authorization staff that an individual has been terminated from all DD waiver services within 10 business days of termination.

h. Case managers or support coordinators shall assist with initiating services within 30 calendar days of waiver enrollment and shall submit Request to Retain Slot forms as required by the Department. All written denial notifications to the individual, and family/caregiver, as appropriate, shall be accompanied by the standard appeal rights (12VAC30-110).

i. Case managers or support coordinators shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.

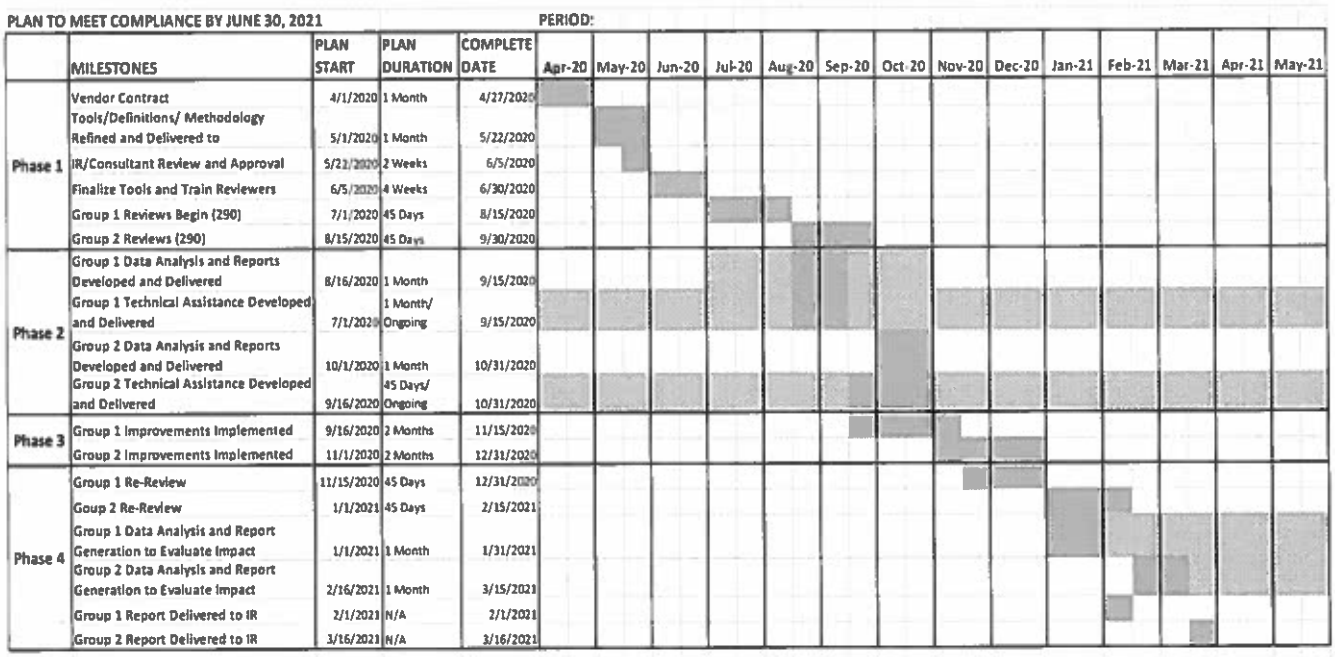
j. Case managers or support coordinators shall comply with the DD waitlist process and slot assignment process and implement any changes in the processes within 30 calendar days of written notice from the Department.

Exhibit M

Department of Justice Settlement Agreement Requirements

PLAN TO MEET COMPLIANCE BY JUNE 30, 2021 — PERIOD:

	MILESTONES	PLAN START	PLAN DURATION	COMPLETE DATE
Phase 1	Vendor Contract	4/1/2020	1 Month	4/27/2020
	Tools/Definitions/ Methodology Refined and Delivered to	5/1/2020	1 Month	5/22/2020
	IR/Consultant Review and Approval	5/22/2020	2 Weeks	6/5/2020
	Finalize Tools and Train Reviewers	6/5/2020	4 Weeks	6/30/2020
	Group 1 Reviews Begin (290)	7/1/2020	45 Days	8/15/2020
	Group 2 Reviews (290)	8/15/2020	45 Days	9/30/2020
Phase 2	Group 1 Data Analysis and Reports Developed and Delivered	8/16/2020	1 Month	9/15/2020
	Group 1 Technical Assistance Developed and Delivered	7/1/2020	1 Month/ Ongoing	9/15/2020
	Group 2 Data Analysis and Reports Developed and Delivered	10/1/2020	1 Month	10/31/2020
	Group 2 Technical Assistance Developed and Delivered	9/16/2020	45 Days/ Ongoing	10/31/2020
Phase 3	Group 1 Improvements Implemented	9/16/2020	2 Months	11/15/2020
	Group 2 Improvements Implemented	11/1/2020	2 Months	12/31/2020
Phase 4	Group 1 Re-Review	11/15/2020	45 Days	12/31/2020
	Goup 2 Re-Review	1/1/2021	45 Days	2/15/2021
	Group 1 Data Analysis and Report Generation to Evaluate Impact	1/1/2021	1 Month	1/31/2021
	Group 2 Data Analysis and Report Generation to Evaluate Impact	2/16/2021	1 Month	3/15/2021
	Group 1 Report Delivered to IR	2/1/2021	N/A	2/1/2021
	Group 2 Report Delivered to IR	3/16/2021	N/A	3/16/2021



RICHMOND BEHAVIORAL HEALTH AUTHORITY

FY 19/20 PERFORMANCE CONTRACT EXTENSION

HIGHLIGHTS OF SELECTED CHANGES

FISCAL Support

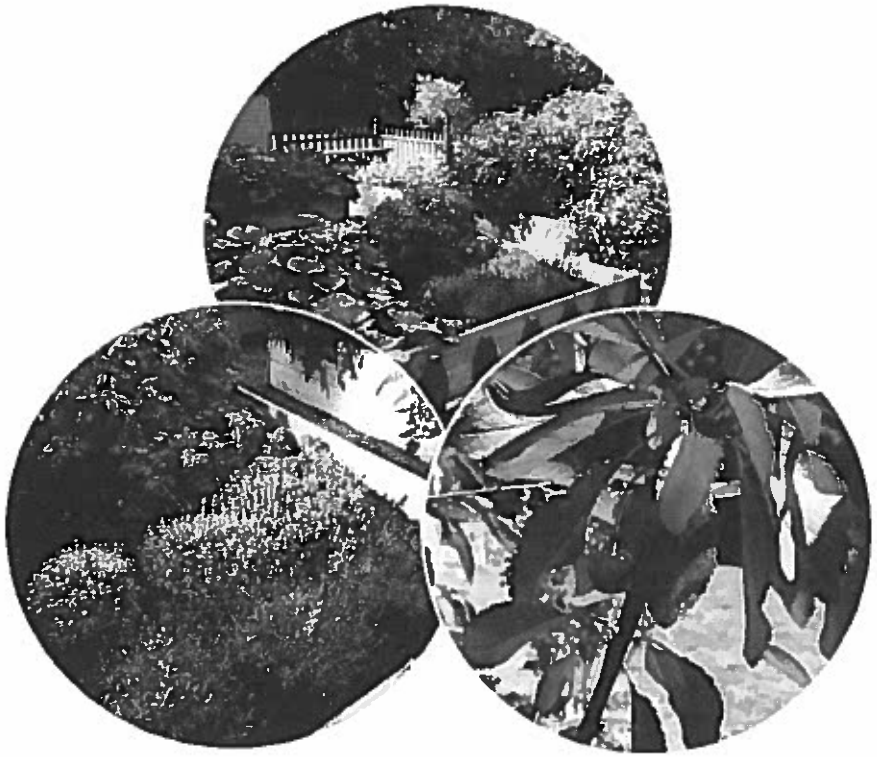
For FY 21, the City of Richmond maintained its funding of RBHA for a total of $3,428,000. These funds enabled the continuation of RBHA's services while increasing our capacity for addiction (opioid) treatment, ability to respond to behavioral health emergencies, and support mandated services for individuals with developmental disabilities. Specifically, we expand staffing in emergency services (Crisis) and support coordination (Developmental Disabilities), with the lion's share of the new dollars directed toward the treatment of addictions.

RBHA's total projected budget for FY 21 is **$62,563,000**. The majority of the RBHA budget changes are the result of projected Medicaid fees.

HIGHLIGHTED SERVICES FROM FY 2020

- See attached presentation entitled "Who We Are, What We Do, and Why?", which captures many of our FY2020 services.

Who We Are

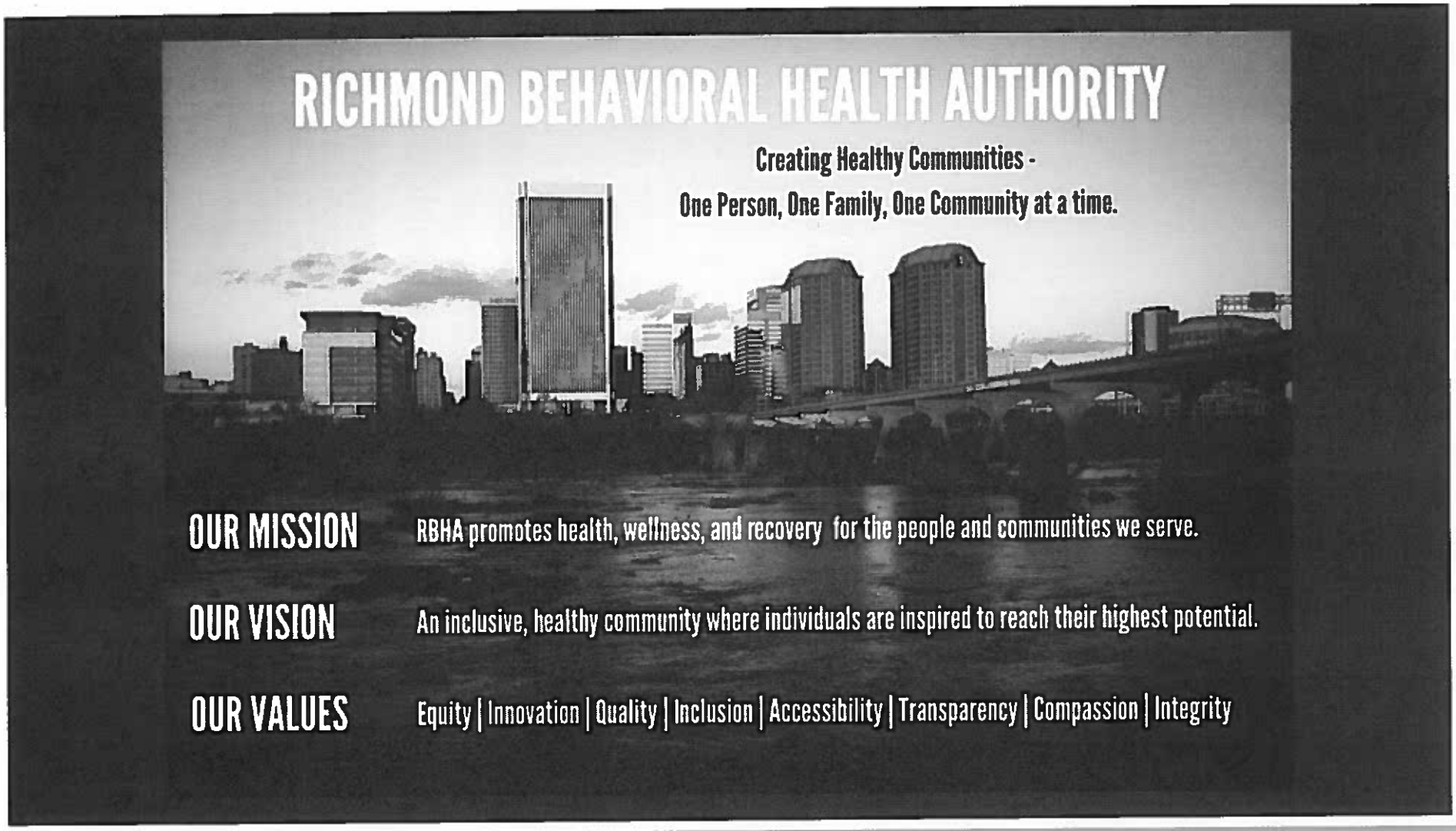


Who We Are, What We Do, and Why?

Images from the Kitchen Garden and Orchard at RBHA North Campus

RBHA | RICHMOND BEHAVIORAL HEALTH AUTHORITY

Meeting New Challenges: Updating our Message to the Community



Richmond Behavioral Health Authority

- Is the **legally designated point of access** for publicly-funded behavioral health and developmental services;
- **Addresses critical needs of Richmond citizens**, and provides all services statutorily-mandated by the Code of Virginia and the annual Performance Contract from the Virginia Dept. of Behavioral Health & Developmental Services;
- Approximately **$64 million in revenue in FY 20 (*audit pending*)**; approximately $3.4 million (6% of total revenue) provided by City of Richmond General Funds (non-departmental allocation);
- Leverages state, federal, and city funding through **aggressive seeking of competitive grant funding** and extensive provision of Medicaid-reimbursable services; and
- Our Mission is implemented by **nearly 700 Full and Part-Time Employees.**

Here For Richmond. Around the Clock

- **Main Line: 804-819-4000**
- RBHA's **Crisis Intervention** provides **24-hour emergency services**, information, referral, and triage for outpatient services for individuals in the City of Richmond. Crisis clinicians will be available to discuss and respond to service needs **804 819 4100**
- **Rapid Access** is our **same-day admissions** process **available to all City of Richmond residents** seeking mental health and/or substance use treatment services through the RBHA. **804 241 9621**

Social Determinants & Richmond's Behavioral Health Landscape

- Poverty remains a significant problem – 24.5% of all residents are at or below the poverty level – more than double the state rate of 11.8% (American Community Survey, 2020).
- Richmond has the highest percentage of households under 100% of federal poverty, and the highest concentration of Medicaid/CHIP recipients in the state;
- Prevalence of any adult mental illness in metro Richmond (18.4%) is slightly higher than that of the South (17.8%) and the U.S. (18.1%);
- Current estimates for rates of adults with any mental illness reporting unmet needs (any reason) in Virginia is 28%, compared with 22% nationally.

Social Determinants & Richmond's Behavioral Health Landscape

- Babies born within 5 miles of downtown Richmond face up to a 20-year shorter life expectancy (63 years v. 83 years);
- People with serious Mental Illness or Substance Use Disorders have a 25-30 years shorter life expectancy than the general population, usually due to other, chronic physical illnesses;
- In 2019, Richmond hospitals reported 117 substance-exposed newborns, the most of ant of Virginia's 125 localities;
- Richmond's rate of babies born drug-positive has doubled since 2014, with a rate of 11.6/100,000 compared with a lower state rate of 7.4/100,000.

Social Determinants & Richmond's Behavioral Health Landscape

- Trauma issues are present for many of the targeted youth; 19% of the state's children have had 2 or more adverse childhood events[5]
- Trauma issues are present for many of the targeted youth; 19% of the state's children have had 2 or more adverse childhood events[5]
- Richmond's hospitalization rate for youth with Serious Emotional Disturbance (SED) is double+ that of the state as a whole[7]

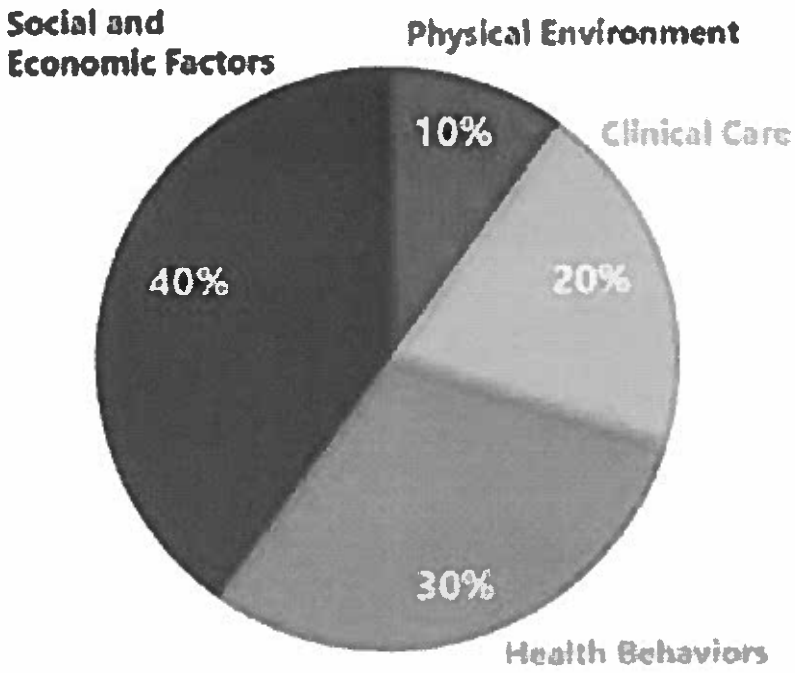
[1] SAMSHA (2019). Interactive NSDUH State Estimates. https://pdas.samhsa.gov/saes/state
[2] Mental Health America (2020). The State of Mental Health in America.
[3]U.S. Census Bureau, 2018 American Community Survey 1-Year Estimates
[4]VCU Center on Society and Health, 2018.
[5]VCU Center on Society and Health, 2018.
[6]Virginia Department of Health (2019). VDH Opioid Indicators – Neonatal Abstinence Syndrome (NAS). Retrieved from: http://www.vdh.virginia.gov/opioid-data/neonatal-abstinence-syndrome-nas/
[7]Virginia Health Information Dataset (January 1 – December 31, 2017).

Social Determinants & Richmond's Behavioral Health Landscape

- "Social and Economic Factors" include education, employment, income, community safety, and family and social support. "Health Behaviors" include tobacco use, diet and exercise, alcohol and substance use, and sexual behaviors. "Clinical Care" includes access to care and quality of care. "Physical Environment" includes environmental quality, housing and transit. (HQI Solutions website)
- Approximately 9.2% of Richmond residents in the workforce are unemployed, compared to 8.1% at the state level. This is more than triple the rate of Richmond in February (Bureau of Labor Statistics, June 2020).

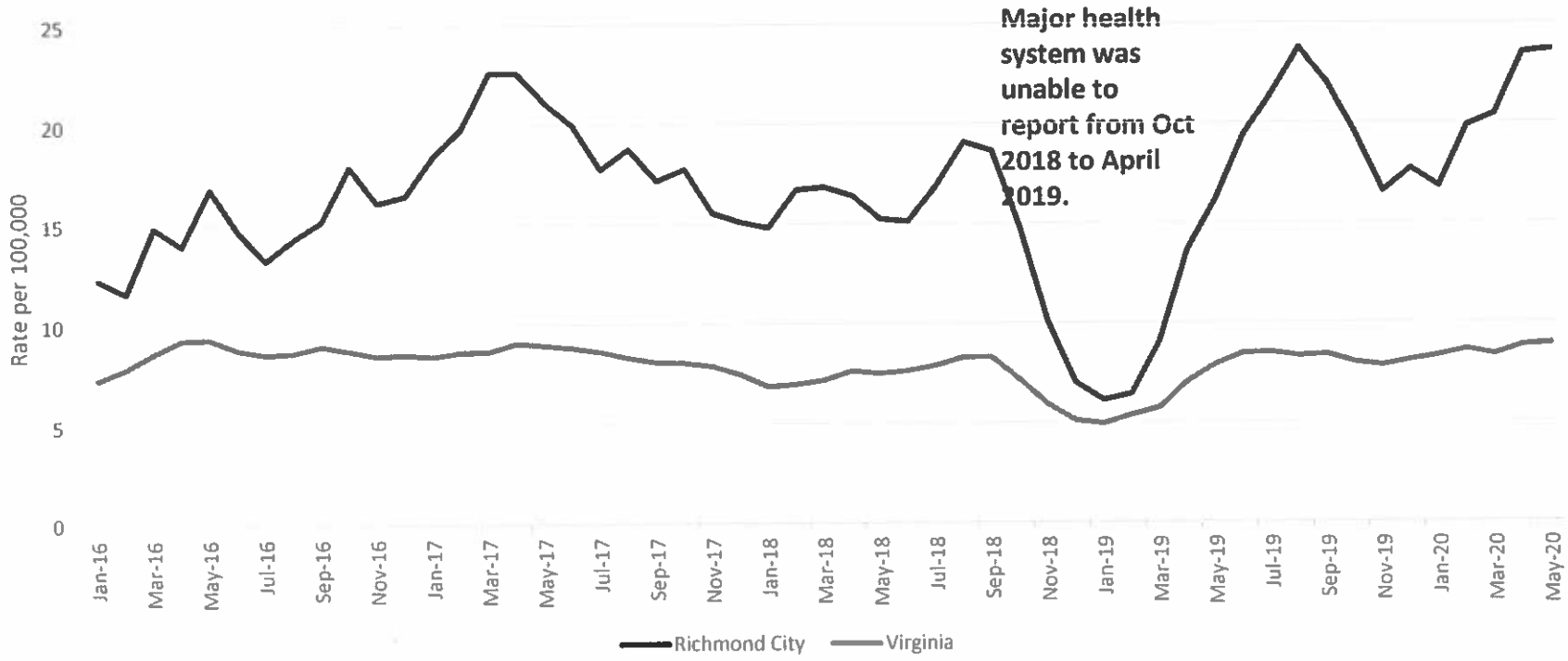
Social Determinants & Richmond's Behavioral Health Landscape

- The 2018 Child Food Insecurity Rate (% children living in households experiencing food insecurity) in Richmond was 21.9%, compared to a 13.7% median value of 14 surrounding counties (behealthyrva.org, 2020)
- Overall Food Insecurity Rate in 2018 was 15.8% for Richmond compared to a median 9.2 of surrounding counties (behealthyrva.org, 2020)



Social Determinants & Richmond's Behavioral Health Landscape

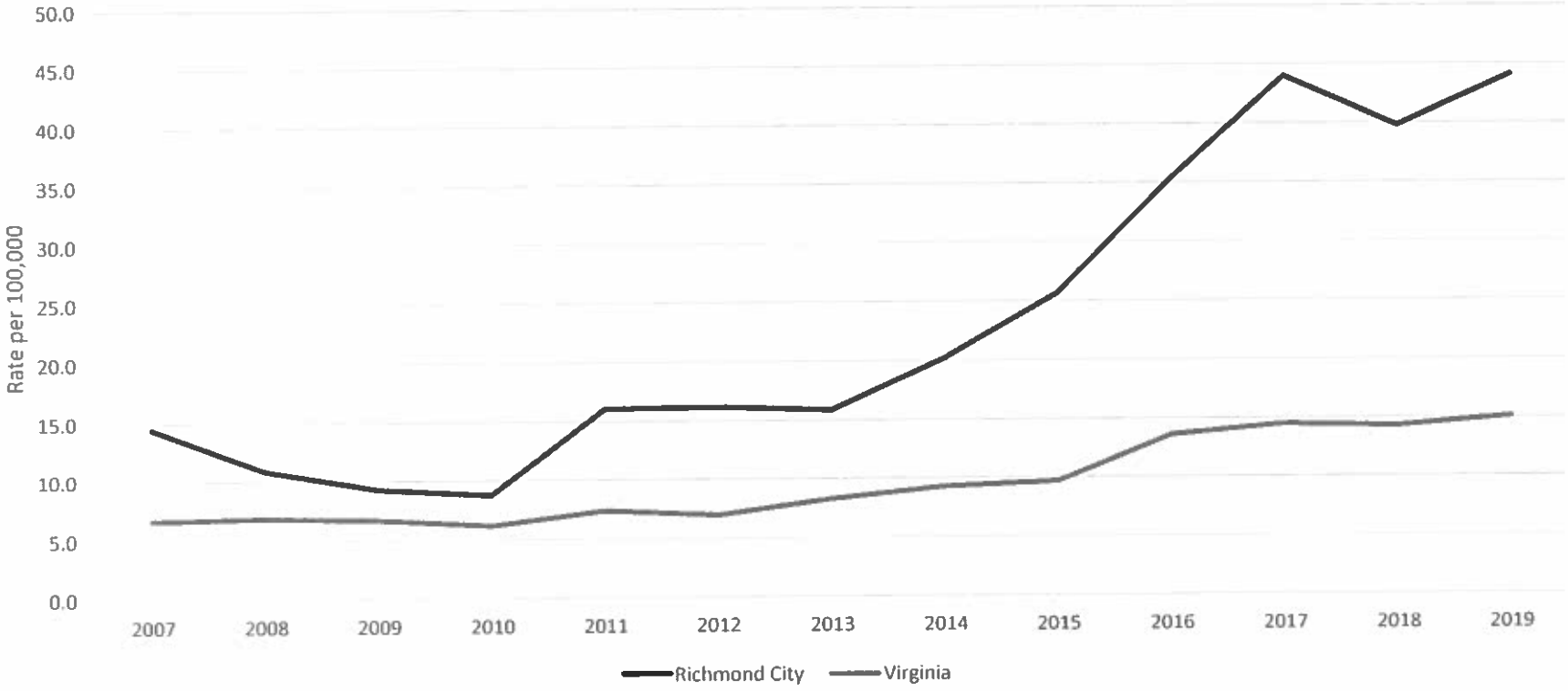
Rate* per 100,000 Population of ED Visits for Unintentional Overdose by Opioid or Unspecified Substance



Source: VDH Drug *3-month moving averages were used
Overdose Surveillance Reports at http://www.vdh.virginia.gov/surveillance-and-investigation/syndromic-surveillance/drug-overdose-surveillance/. Accessed 06/16/2020

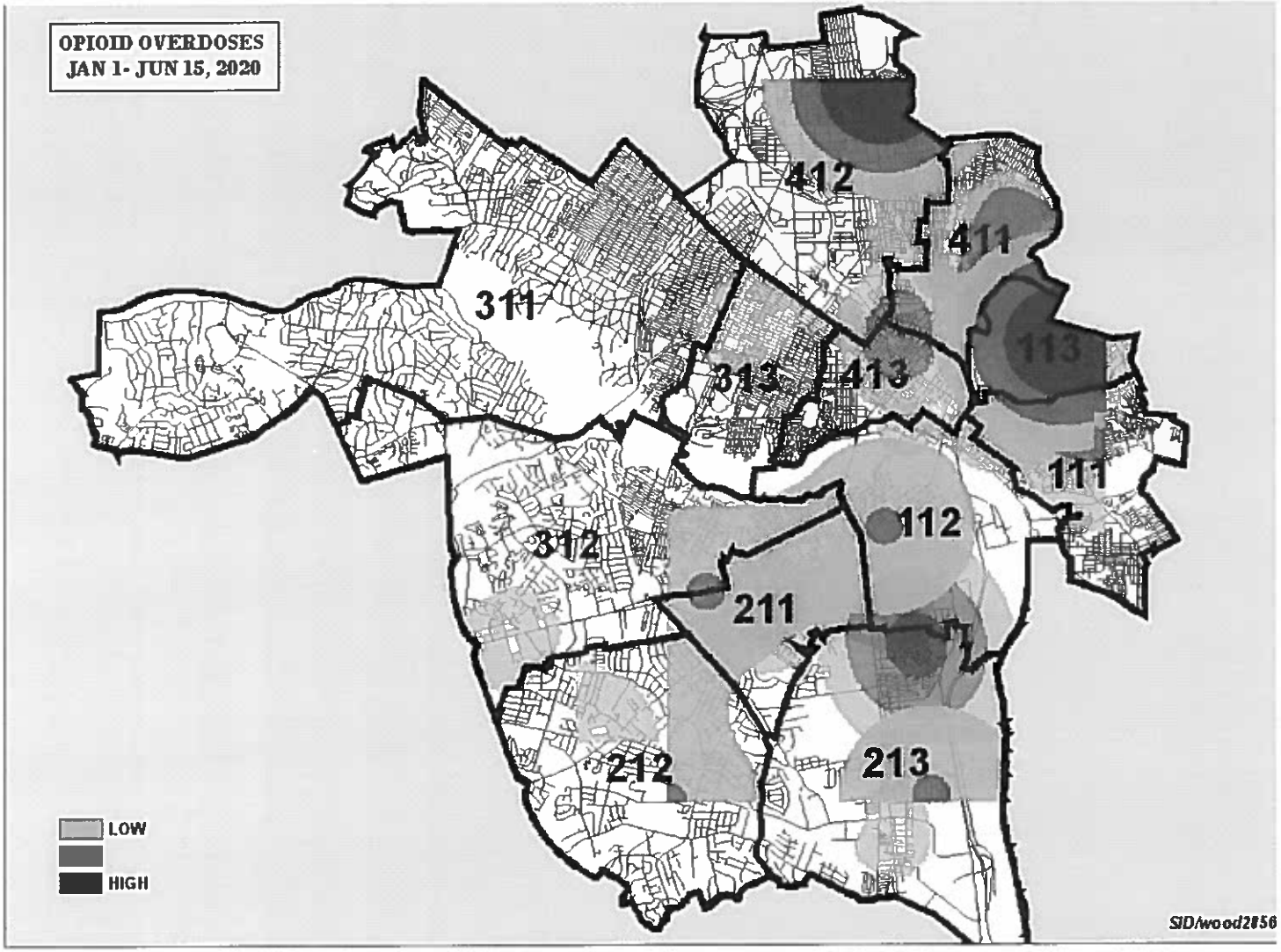
Social Determinants & Richmond's Behavioral Health Landscape

Rate per 100,000 of All Fatal Opioid Overdoses in Virginia and Richmond



Source: Virginia Department of Health, Office of the Medical Examiner Forensic Epidemiology Fatal Drug Overdose Quarterly Reports: http://www.vdh.virginia.gov/medical-examiner/forensic-epidemiology/. Accessed 06/16/2020

Social Determinants & Richmond's Behavioral Health Landscape



Health Insurance Coverage of Those We Serve

- **Approximately 80%** of our Mental Health consumers have Medicaid coverage
- **Approximately 90% of the children** we serve have some form of Medicaid coverage
- **Approximately 60%** of our Substance Use Disorder consumers have Medicaid insurance coverage
- We are ***eventually*** able to get ***some*** of the people, who initially enter services without health insurance, enrolled in Medicaid, but that may take 30-60 days, or more.

RBHA Service Divisions

Access, Emergency & Medical

- Rapid Access (walk-in, pre-COVID; now telehealth), Crisis Intervention, by phone and in-the-community (pre-COVID), and Residential Crisis Stabilization services, 24/7.

Mental Health

- Continuum of specialized mental health services for adults with serious mental illness and youth with serious emotional disorders.

Developmental Disabilities

- Single "point of entry" into the public system for individuals with developmental disabilities.

Substance Use Disorders

- Continuum of care including prevention, outpatient and residential treatment, case management, and peer recovery supports, including medication-assisted treatment across all levels of care.

Prevention

- Population Health Orientation, including REVIVE and MHFA training.

Our Impact on the Community: Numbers Served in FY-20:

Access, Emergency & Medical

- 3,414

Mental Health

- 4,055 Served

Developmental Services

- 898 Served

Substance Use Disorders

- 2,081 Served

Early Intervention

- 606 Served

Core & Statutorily-Mandated Services

- ***RBHA's Crisis Intervention*** provides ***24-hour emergency services***, information, referral, and triage for outpatient services for individuals in the City of Richmond.
  - Crisis clinicians available to discuss and respond to service needs.
- RBHA offers a sub-acute residential ***Crisis Stabilization Unit (CSU)*** that provides treatment and support to individuals in crisis.
  - The CSU provides psychiatric evaluation and daily medication management, nursing, case management, peer recovery, and clinical services to all individuals admitted to the program.
  - CSU admitted 675 pts from local and state hospitals in FY-20.

Core Statutorily-Mandated Services

- ***Rapid Access*** is our ***same-day admissions*** process available to all City of Richmond residents seeking mental health and/or substance use treatment services through the RBHA.
- In FY-20, our Rapid Access Team completed ***3,707 full Comprehensive Needs Assessments*** with the following recommendations:
  - 1,370 to Adult Mental Health Services
  - 1,528 to Substance Use Disorders Services
  - 282 to Children's Mental Health Services
  - The remainder of the 3,707 were referred to other community providers.

Essential Community-Based Services

- **Rapid Access**
- **Crisis**
- **Permanent Supportive Housing**
- **Integrated Primary Care**
- **Infant & Toddler Services** for Richmond's youngest residents ages birth to three with developmental delays
- **Peer-Based Recovery Support Services**
- **Supported Employment**
- **Outpatient Services**
- **Case Management** for Adults and Children
- **Residential Addiction Treatment** for Adults

Essential Community-Based Services

- **24/7 Emergency Assessment** and **Mobile Crisis Intervention**
- **Psychosocial Day Support Program** serves 100+ people with serious mental illness everyday*

- **School-based Mental Health** services in 12 Richmond schools*
- **Crisis Intervention Training (CIT)** 40-hour basic training for First Responders

**** These were pre-COVID***

Innovative, Cutting-Edge Services

- ***REACH*** is a program to support individuals with developmental disabilities at risk of crisis due to challenging behavioral health needs which are negatively affecting their quality of life.

- REACH offers ***24/7 crisis intervention and stabilization services*** (community-based and in the Crisis Therapeutic Home), as well as providing crisis prevention, training, and support services for families and caregivers to reduce the likelihood of future crises.

Innovative, Cutting-Edge Services

- ***Medication-Assisted Treatment (MAT)*** is an evidence-based treatment for people with the chronic diseases of Opioid Use and Alcohol Use Disorders;
- ***MAT*** involves the use of proven medications, in conjunction with behavioral health counseling, for an extended period of time.

- RBHA offers MAT across all levels of care – outpatient, intensive outpatient and residential treatment;
- Office Based Opioid Treatment (OBOT) is outpatient MAT offered through our integrated Primary Care Clinic (the RICH Clinic).

Local Partnerships for Public Safety

- **Richmond Police Department:** Psychological Services Contract; Crisis Intervention Team (CIT); and other training;
- **Richmond Juvenile & Domestic Relations Court:** On-site clinician assigned to Court Services Unit; Juvenile Competency Evaluations;
- **Department of Justice Services:** Clinical services for the Adult Drug Court; Juvenile Behavioral Health Docket; Mental Health Subcommittee of CCJB; Specialized Mental Health Dockets; and Alternative Sentencing service options;
- **Mental Health Awareness Trainings:** Staff are trained to deliver ***ASSIST*** and ***Mental Health First Aid*** trainings to community members and professionals;
- **REVIVE Training:** Staff and community members are trained to recognize and respond to an opioid overdose with the administration of naloxone.

Prevention Services

- Delivering evidence-based ATOD prevention Programs and Trainings to community members
- Educating the community on various health topics (e.g., health fairs, community events, etc.)
- Disseminating prevention information through community forums and media announcements
- Building capacity for prevention services through the Friends of Prevention Coalition
- Providing merchant education to vendors to decrease underage tobacco use
- Promote wellness and emotional balance through Regional Collaboration of BeWellVA
- Engaging the community in alternative activities (Alcohol, Tobacco and Drug-free) to increase protective factors and convey a non-use message

Local Partnerships for Public Safety

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Regional Efforts in FY 20

- **Crisis Stabilization Unit** served 675 individuals;
- Regional **Children's Response & Stabilization Team (CReST)** providing community crisis and child psychiatry services served 277 unduplicated youth;
- **AliveRVA Project**, funded by DBHDS, provides Warm Line peer recovery support services for metro Richmond and received 2,290 calls last year;
- **The Region 4 office,** operated by RBHA, actively managed funding to support 239 adults who were returning to their communities upon discharge from a state hospital;
- **HOPE Residential Treatment Program** for individuals with Co-Occurring (MH & SUD) served 272 people.

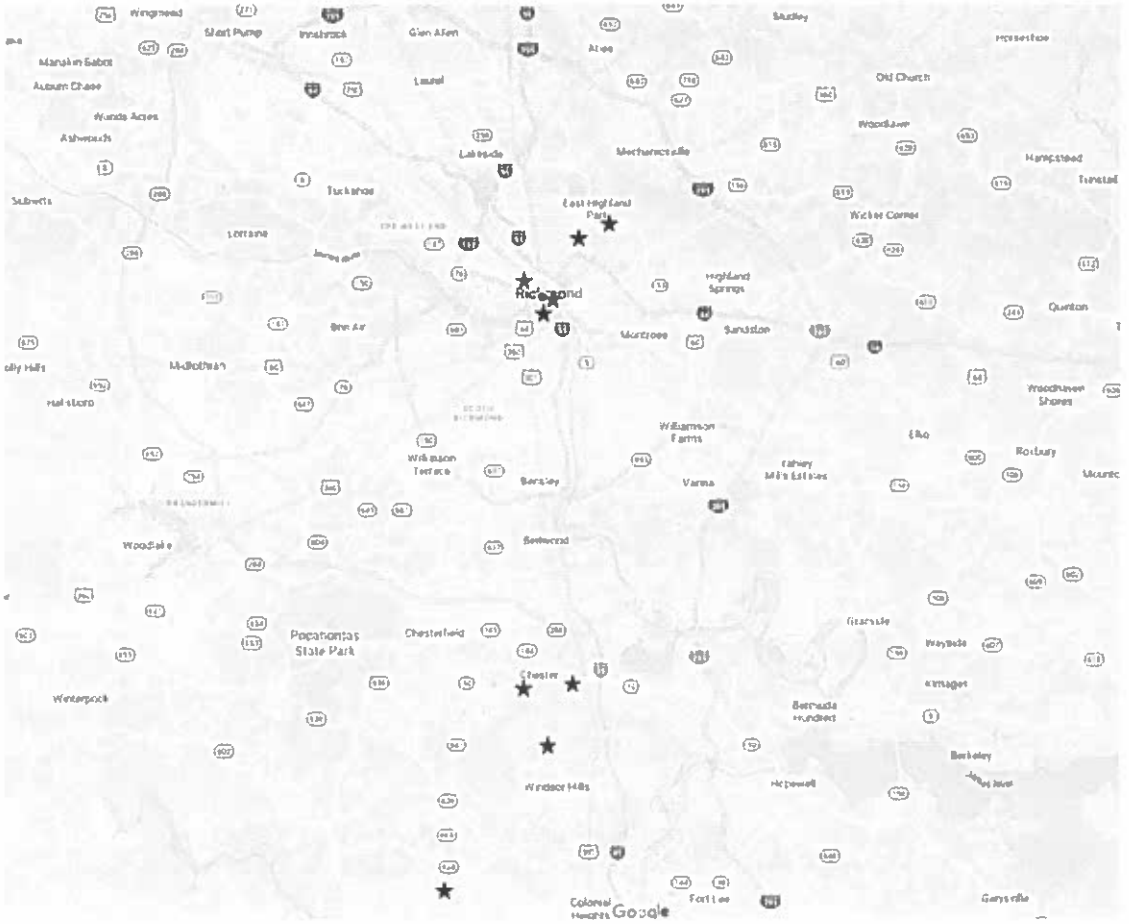
CREST

ALIVE RVA

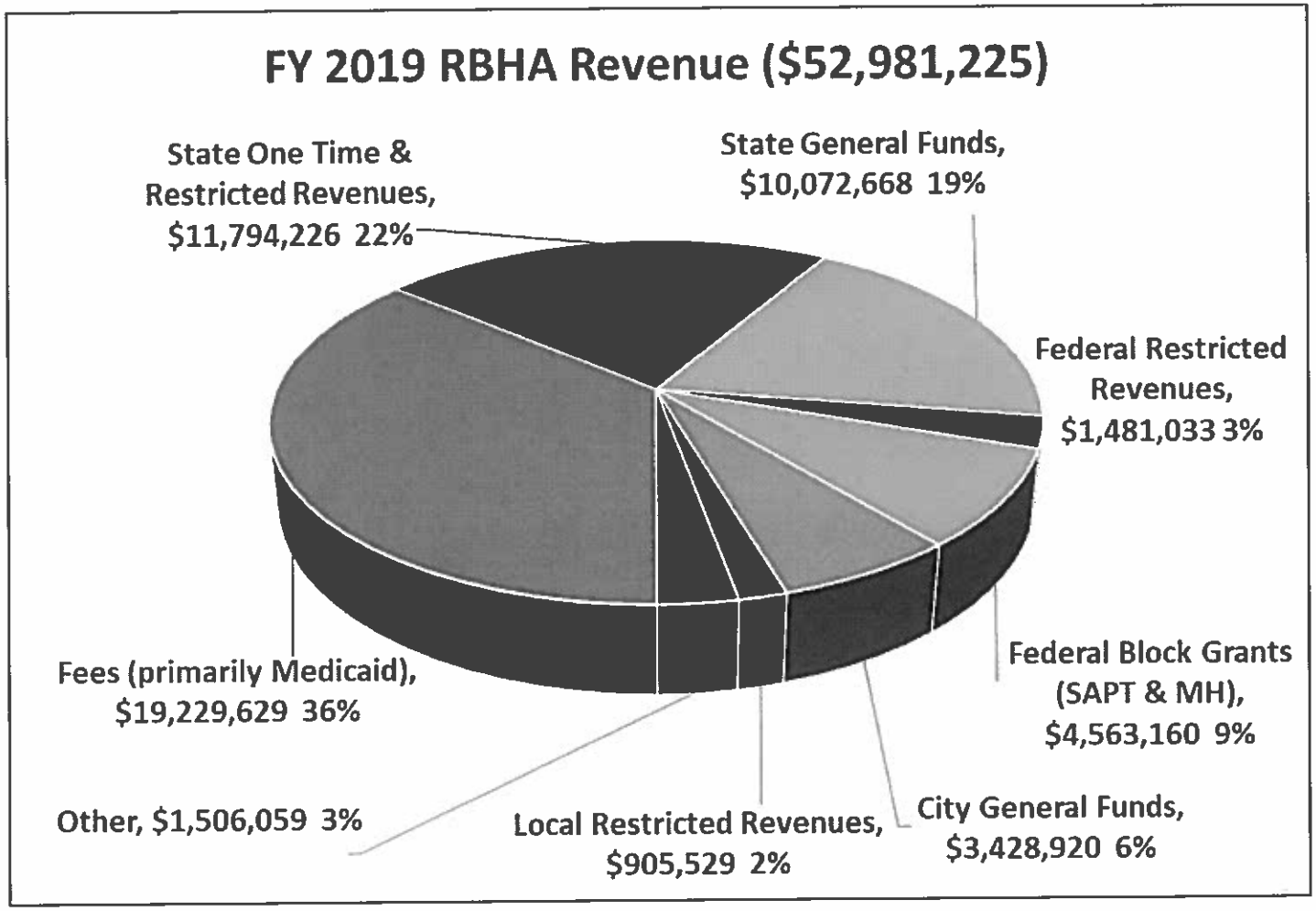
REACH
Regional Education Assessment Crisis Services Habilitation

Our Footprint in the Region

- 5th Street Main Office
- North Campus
- Marshall Center
- REACH Houses
- Chelsea Hill
- Chester Offices
- Former Red Cross Building (coming soon)

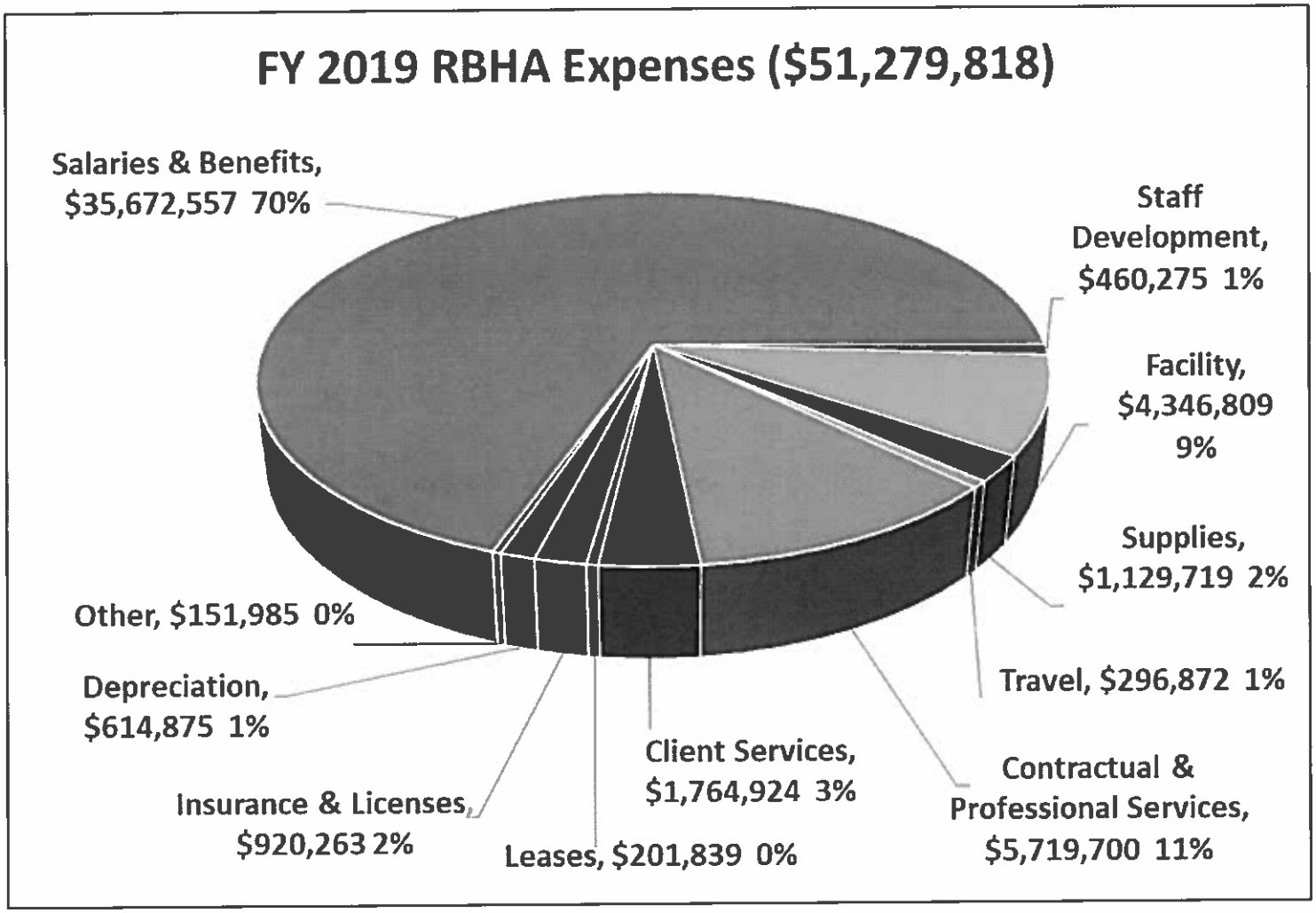


RBHA Funding Sources



*These are audited FY-19 figures; FY-20 financials are currently undergoing audit

RBHA FY-19 Expenses



Highly Accountable On a Continual Basis

- Independent **External Audit completed *every year;***
- Additional **Internal Auditor function** at RBHA;
- Separate services audits conducted by state Medicaid and DBHDS;

- **No material weaknesses and no significant deficiencies found** in most recent audit completed in December, 2019

Expanding to Better Serve Our City

- We acquired the **Red Cross Building** located at the corner of 5th and Cary Street (across the street from our current main office) in December 2019
- Approximately 35,000 square feet

- Will allow us to better serve clients by accommodating our growing workforce
- Currently targeting timelines for building preparation and staff relocation

Richmond Behavioral Health FOUNDATION

Celebrating 10 years of serving our community!

Richmond Behavioral Health FOUNDATION, a 501(c)(3) nonprofit organization, serves to support the work of Richmond Behavioral Health Authority through community awareness initiatives, fundraising, and community partnerships.

Planting the seeds of wellness.

FUNDING PRIORITIES

01 Innovative programs to promote health and wellness.

02 Collaborative community partnerships to increase resources for individuals and their families.

03 Consumer access to supportive services to improve treatment outcomes.

04 Program and service funding and resources to fill gaps in funding.

05 Capital resources to increase service capacity across the agency.

Some of Our Partners

RBHA and RBHF have many partners in the community including:

- The Daily Planet
- Good Neighbor Homes
- Health Planning Region 4 CSBs (Chesterfield, Crossroads, District-19, Hanover, Henrico, Goochland-Powhatan)
- Homeward
- Partnership for People with Disabilities
- Richmond City Public Health District
- Richmond City Sheriff's Office
- Richmond Dept. of Justice Services
- Richmond Juvenile & Domestic Relations Court
- Richmond General District Court
- Richmond Police Department
- Richmond Public Schools
- Substance Abuse & Addiction Recovery Alliance (SAARA)
- VCU Health Systems
- Virginia Department of Veterans Services

and many more!

COVID-19 Service Adjustments & Challenges

- Our 600+ staff have risen to the occasion and performed extremely well during this unprecedented time;
- We have **maintained ALL residential services, at reduced census levels,** by instituting rigorous screening protocols and isolation for newly admitted or potentially symptomatic individuals;
- We have embraced **telehealth** in several ways including:
  - **Private kiosks** in our lobby for individuals who do not possess the necessary technology to receive services;
  - **Video telehealth services** via individuals' smart phones & computers;
  - **Telephonic services** where video is unavailable.
- Staff whose duties are amenable to remote work have been assigned to **work remotely** since mid-March.

Some RBHA FY-20 Accomplishments

- **Rapid Access** opened 3,180 individuals to services at RBHA;
- 974 individuals received residential treatment services at the **RBHA North Campus facilities;**
- Met established targets for Anthem's Behavioral Health Home;
- Served 675 Individuals in our **Crisis Stabilization Unit** in FY-20;
- **REACH** opened two new homes in FY 20 (1 Adult Transition Home in November 2019 and 1 Child Crisis Therapeutic Home in January 2020);
- Surpassed 3,000 individuals served in our **primary care clinic – the RICH Clinic;**
- Provided **Mental Health First Aid** training to 179 individuals/groups (these trainings were interrupted in Feb. by the COVID-19 pandemic).

CCBHC: Growing Our Mandate

- **Certified Community Behavioral Health Center**
- Population to be served:
  - Adults with SMI and/or SUD
  - Youth with SED; Adolescents with SUD
- **SAMHSA funds will pay for services not covered by Medicaid** and for individuals without Medicaid coverage or other payor source.
- **2-year grant** from SAMHSA
  - Yr 1: 12/31/18 – 12/30/19: $1,982,644
  - Yr 2: 12/31/19 – 12/30/20: $1,976,074

STEP-VA/CCBHC Crosswalk

STEP-VA	CCBHC
Same Day Access	Screening, Assessment and Diagnosis
Outpatient Services *(including MAT and improved in-home services for children)*	Outpatient Mental Health and Substance Use Disorder Services
Primary Care Integration	Primary Care Screening and Monitoring
Detoxification	
Care Coordination	Care Coordination *not mentioned as topline priority, but is part of guidance*
Peer and Family Support	Peer Support Services and Family Support Services
Psychosocial Rehabilitation/Skill Building	Psychiatric Rehabilitation Services
Targeted Case Management	Targeted Case Management
Veterans Services	Services for members of the armed services and veterans
Person-Centered Treatment	Patient-Centered Treatment Planning
Mobile Crisis Services	Crisis Mental Health Services including 24-hour Mobile Crisis Teams, Emergency Crisis and Crisis Stabilization

What's Next & Challenges

- Adapting to the **changing Medicaid environment;**
- Expanding **Regional Mobile Crisis services** (CReST and REACH);
  - Moving towards a cross-disability model;
- Growing and sustaining **STEP VA and CCBHC** efforts;
- Completing our expansion to the former Red Cross Building;
- **Expansion and enhancements** to the 1st floor of the 5th St. location to make room for growth of our outpatient and integrated primary care;
- Further infrastructure improvements at our **North Campus** (to include a completely renovated Children's Activity Center);
- Further expansion and direct operation of **Medication Assisted Treatment** (MAT).

Questions & Discussion