



BOARD OF SUPERVISORS MEETING

ADDENDUM PACKET

July 8, 2025

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**Board of Supervisors
Agenda Summary**

Meeting Date: July 8, 2025
Item #: 19
Department: County Administration
Staff Contact: Douglas P. Stanley/Sarah Elam Puckett
Agenda Item: Event Permits

Summary: Attached for the Board's consideration is an event permit applications:

- a. The Five County Fair Association is requesting to hold the 2025 Five County Fair at the Fairgrounds from September 23-27, 2025.

Attachments: Event Permit Application

Recommendation: Approval.

SAMPLE MOTION:

I move the Board of Supervisors approve the event permit application for the Five County Fair;

or

I move the Board table the application for further consideration or pending additional information.

Motion _____
Second _____

Cooper-Jones _____
Emert _____

Gilliam _____
Jenkins _____
Jones _____

Pride _____
Townsend _____
Watson _____

APPLICATION FOR EVENT / FESTIVAL PERMIT
PRINCE EDWARD COUNTY

Organization / Agency Conducting Event: Five County Fair Assoc. Inc
Person (s) Representing Organization: Tommy J. Estes 434-547-8817

EVENT

Type: County Fair
Location: 209 Fairgrounds Rd. Farmville, VA 23901
Date(s): September 23-27 2025 Time(s): _____
of Tickets for Sale: 6500 Estimated # of Persons to Attend: 12,000

Name(s) / Address(es) / Phone # of Promoters:

SAME

Financial backing of the event: Self

Name of all persons or groups that will perform: Bruiser Wrestling Federation, Beauty Pageant, Team Zoom Canine, AgriCADabra Magic Show

Name and Address of property owner which event is to be held:

SAME AS ABOVE

Nature and interest of applicant(s) in the property on which the event is to be held (if any):

FIVE COUNTY FAIR YOUTH AGRICULTURAL AND FAMILY EVENTS

Detailed plan for adequate sanitation facilities / garbage and trash disposal (must be approved by the county health inspector): ON SITE RESTROOMS; BAYBUT WASTE MANAGEMENT

Plan for providing food, water, and lodging for persons at event (must be approved by the county health inspector): CARNIVAL; WELL; LOCAL ORGANIZATION

ARCHER'S; AMISH TRADITIONS

Plan for adequate medical facilities for persons at the event (must be approved by the county health inspector):

LOCAL RESCUE SQUADS & EMT ON GROUNDS

Plan for adequate parking facilities and traffic control in and around event:

15 ACRES / PAID ATTENDANTS AND SECURITY

Plan for adequate fire protection (must be approved by the county forestry warden):

Local Fire Departments

Statement specifying whether any outdoor lights or lighting are to be utilized, (if so, a plan showing the location of such lights and shielding devices or other equipment to prevent unreasonable glow beyond the property on which the event is held: _____

NO Lighting unreasonable beyond Property

Statement that no music shall be played, either by mechanical device or live performance, in such a manner that the sound emanating therefrom shall be unreasonably audible beyond the property on which the event is located: _____

Event close by 10 P.M each night

Applications must be filed in duplicate with the Clerk of the Board, at least twenty-one (21) days prior to the event date.

Music shall not be rendered nor entertainment provided for more than eight (8) hours in any twenty-four (24) hour period, such twenty-four (24) hours to be measured from the beginning of the first performance at the event.

~~No person under the age of eighteen (18) years of age shall be admitted unless accompanied by a parent or guardian, the parent or guardian to remain with the person at all times.~~ Does not Apply

Specific reference is hereby made to Section 6 - 66-71, et. Seq., of the Code of Prince Edward County, Virginia, which provisions are incorporated herein by reference.

Date

7-7-2025

Signature of Applicant(s)

[Signature]

Date

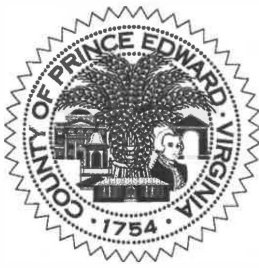
Approval by

County Administrator
Clerk of the Board

Fee \$ 50 Fee Paid By Five County Fair
ck# 5287

Date Received 7/2/2025

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Board of Supervisors Agenda Summary

Meeting Date: July 8, 2025
Item #: 20
Department: County Administration / Economic Development and Tourism
Staff Contact: Douglas Stanley / Chelsey White
Agenda Item: Resolution for Tobacco Region Revitalization Commission FY26 Southern Virginia Program - \$20,000 RFP

SUMMARY:

Staff would like to apply to the Tobacco Region Revitalization Commission (TRRC) FY26 Southern Virginia Program for \$20,000 to implement the Loud and Clear: Marketing Skills for Small Business Success program. The match requirement for the County is 75% which is \$14,387.50. In addition, in-kind contributions totaling \$4,912.50 from partnering organizations will also be contributed towards this project.

Project Description:

This program is an eight-course, hands-on training initiative designed to strengthen the small business ecosystem in Prince Edward County, Virginia. The program addresses a common barrier to growth among rural entrepreneurs: limited access to practical, digital-first marketing skills. By equipping participants with tools in social media, advertising, branding, and messaging, use of AI tools, and DIY content creation, the program builds local capacity, expands market reach, and increases long-term business resiliency. Target constituents include current and aspiring small business owners, particularly those located within or near the Farmville central business district. Priority will be given to brick-and-mortar businesses in traditional sectors such as retail, agriculture, hospitality, tourism, and services, especially those contributing to ongoing downtown revitalization efforts. This application requires a project endorsement resolution as attachments from the Board of Supervisors. The application is due on July 17th and the announcements for the grant will be made in September.

Post-Course Implementation Services

To further support long-term success, program graduates will be offered in-person, individual consulting sessions. Courses will be led by members of the Longwood Small Business Development Center. Participants will select from the following focused support areas:

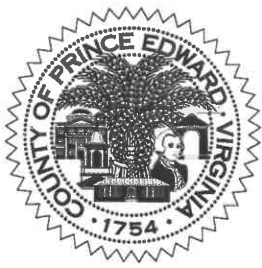
- Marketing consulting
- Graphic design
- Photography and videography
- Paid advertising coaching
- Canva coaching
- Public relations consulting

Motion _____
Second _____

Cooper-Jones _____
Emert _____

Gilliam _____
Gur _____
Pride _____

Stiff _____
Townsend _____
Watson _____



Board of Supervisors Agenda Summary

These implementation services ensure that participants not only learn new skills but also have access to personalized guidance to help put those skills into action.

Key implementation steps include:

- Finalizing the curriculum and securing qualified instructors
- Launching a promotional campaign and opening registration
- Delivering workshops with in-person and virtual access options
- Providing hands-on support, technology mini-grants, and post-course implementation services
- Tracking participant outcomes and reporting on business impacts

Through this initiative, Prince Edward County aims to build a more connected, competitive, and confident small business community, supporting both individual success and broader economic development goals.

Other participating organizations:

- Farmville Downtown Partnership
- Farmville Chamber of Commerce
- Longwood SBDC
- Letterpress Communications as Consultants through Longwood SBDC
- Virginia Career Works

Other sources of funds include in-kind contributions totaling \$4,912.50 from the following organizations combined:

- Virginia Career Works
- Longwood SBDC (In-Kind)
- Farmville Chamber of Commerce (In-Kind)
- Prince Edward County
- Farmville Downtown Partnership (In-Kind)

ATTACHMENT(S): Resolution

RECOMMENDATION: Adopt the proposed resolution.

SAMPLE MOTION: I move that the Prince Edward County Board of Supervisors adopt the proposed resolution for the Tobacco Region Revitalization Commission FY26 Southern Virginia Program and authorize the Chairman and County Administrator/Clerk to sign all necessary documents.

OR

I move that the Prince Edward County Board of Supervisors table this item for further discussion.

Motion _____
Second _____

Cooper-Jones _____
Emert _____

Gilliam _____
Gur _____
Pride _____

Stiff _____
Townsend _____
Watson _____

BOARD OF SUPERVISORS

Victor "Bill" Jenkins
Chair
E. Harrison Jones
Vice Chair
Pattie Cooper-Jones
J. David Emert
Llew W. Gilliam, Jr
Odessa H. Pride, Ed.D.
Jerry R. Townsend
B. VonCannon Watson



COUNTY OF PRINCE EDWARD, VIRGINIA

COUNTY ADMINISTRATOR

Douglas P. Stanley, AICP, ICMA-CM

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**A RESOLUTION OF THE
PRINCE EDWARD COUNTY BOARD OF SUPERVISORS**

***Virginia Tobacco Indemnification And Community Revitalization Commission
Project Endorsement Resolution***

WHEREAS, the Virginia Tobacco Indemnification and Community Revitalization Commission was created to help foster economic development in the tobacco-dependent communities of Southside and Southwest Virginia; and

WHEREAS, the Prince Edward County Board of Supervisors would like to submit a grant application for \$20,000 to the Virginia Tobacco Indemnification and Community Revitalization Commission from the "Southern Virginia Program Grant Fund" due by July 17, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, does hereby support a grant application to the Virginia Tobacco Indemnification and Community Revitalization Commission, for the purpose of growing entrepreneurial systems that result in a diversified regional economy; and

BE IT FURTHER RESOLVED that the Board of Supervisors does hereby authorize the Board Chair and/or County Administrator to execute the application and all necessary grant documents, reports, and contracts.

Certification

I hereby certify that the foregoing resolution was duly considered by the Board of Supervisors of the County of Prince Edward, Virginia at a regular board meeting in Prince Edward County, Virginia, at which a quorum was present and that same passed this 8th day of July 2025.

Victor T. (Bill) Jenkins, Chair

ATTEST:

Douglas P. Stanley, County Administrator

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Board of Supervisors Agenda Summary

Meeting Date: July 8, 2025
Item #: 21
Department: County Administration
Staff Contact: Douglas Stanley
Agenda Item: Crossroads CSB – FY26 and FY27 Community Services Performance Contract Master Agreement

SUMMARY:

Please see attached note and proposed FY26 and FY27 Community Services Performance Contract Master Agreement for Crossroads CSB. The Community Services Performance Contract delineates the responsibilities of the Virginia Department of Behavioral Health and Developmental Services and Loudoun County Department of Mental Health, Substance Abuse and Developmental Services (MHSADS). It specifies the conditions to be met for MHSADS to receive state-controlled funds, identifies the groups of individuals to be served with state-controlled funds and includes requirements to ensure accountability. While not specifically mentioned a budget amount, State law requires the CSBs to match program funding by 10%. The past couple years, while significantly increasing our budget for Crossroads, Prince Edward has fallen short of their request.

The Department of Behavioral Health and Departmental Services is requesting that Crossroads submit its performance contract to the governing body of each city or county to approve. If the County fails to act on the agreement, then it will be deemed approved and renewed.

ATTACHMENTS:

- FY26 and FY27 Community Services Performance Contract Master Agreement

RECOMMENDATIONS:

Approve the FY26 and FY27 Community Services Performance Contract Master Agreement for Crossroads CSB.

SAMPLE MOTION:

I move that the Board of Supervisors FY26 and FY27 Community Services Performance Contract Master Agreement for Crossroads CSB.

OR

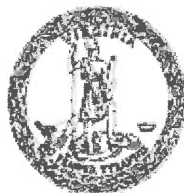
I move that the Board of Supervisors take no action on the request.

Motion _____
Second _____

Cooper-Jones _____
Emert _____

Gilliam _____
Jenkins _____
Jones _____

Pride _____
Townsend _____
Watson _____



COMMONWEALTH of VIRGINIA

NELSON SMITH
COMMISSIONER

*DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES*

Post Office Box 1797
Richmond, Virginia 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

June 27, 2025

RE: AMENDMENT 3 AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS – Contract No. P1636.3

Dear CSB Executive Directors,

The attached final FY26-27 amended Community Services Performance Contract (PC) and supplemental documents are ready for your execution through DocuSign.

It is important for the smooth continuity of the process to have signed performance contracts returned to the Department as soon as practicable. Please keep in mind that Code requires CSBs on or before September 30th to:

1. Make the proposed contract available for public review and solicit public comments for a period of 30 days before submitting it for local approval.
2. Submit its proposed performance contract to the governing body (city council or board of supervisors) for review and approval. CSBs to have their PC approved or renewed by the governing body of each city or county that established it. If no action is taken by the governing body of each city or county that established it by the deadline, the contract is deemed approved or renewed.
3. Sign its PC

To avoid disruptions in service continuity and allow sufficient time to complete public review and comment about the contract and negotiation and approval of the contract, the Department provides semi-monthly payments of state-controlled funds to the community services boards. It is important for the smooth continuity of the process to have signed performance contracts returned to the Department as soon as practicable.

The performance contract is a transactional agreement between the Department and the Community Services Boards and Behavioral Health Authority community partners. Changes to this agreement may be made periodically to improve the business relationship, funding and delivery of program services for better alignment with the strategic initiatives of the Commonwealth.

We encourage you take the time to familiarize yourself with all these documents to understand what is required but we would like to bring your attention to certain changes from this review period.

AMENDMENTS - FY2026 and 2027 Community Services Performance Contract

Certain amendments provided below are in compliance with required Code of Virginia and Budget amendment changes. The provisions of subsection C of §§ 37.2-508 and 37.2-608 of the Code of Virginia, as amended and budget amendment Item 295#9c shall become effective July 1, 2024. Outlined here are the material changes to the PC for your review.

- 1.0 **Section 4 - Term and Termination** – the Term has been amended. This contract shall be in effect for a term of two years, commencing on July 1, 2025, and ending on June 30, 2027.
- 1.1 **CCS and Taxonomy Sunset** – effective July 1, 2025, any reference to CCS3/CCS or Core Services Taxonomy has been removed from all performance contract documents. CCS as the data reporting mechanism for the Department has been replaced as part of the Data Modernization Program and the project to sunset CCS3 and direct alignment with industry standard reporting codes which also makes the core services taxonomy obsolete.
- 1.2 **Section 6 – Service Change Management** – amended from the 45 to 30-day requirement for submission of a service modification. Effective June 19, 2025 the regulation changed to require submission of a service modification at least 30 days in advance 12VAC35-105-60. Modification.
- 1.3 **Section 13 Compliance with Laws** – this amendment incorporates revised privacy and data sharing language that was added through PC amendment P1636.2 that expires June 30, 2025. This section has been amended to relieve CSBs of perceived risk related to sharing PHI with DBHDS. In particular, PHI governed by 42 CFR Part 2 that has been a long-standing concern for some CSBs, and the proposed amendments address this concern.
 1. Section 13.A. has been renamed from HIPAA to Data Privacy.
 2. Language has been removed from Section 13.A related to DBHDS facilitating, initiating, or otherwise requiring BAAs or other data sharing agreements for which DBHDS is not a party to said agreements.
 3. Language has been removed from Section 13.A. that previously required CSBs to execute a BAA with third party business associates of the Department to facilitate access to PHI/PII required by DBHDS for CSBs to provide. The OAG has stated clearly this is neither necessary nor appropriate.
- 1.4 **Exhibit B: Continuous Quality Improvement (CQI)**- this Exhibit has been amended based on the work done internally and externally to establish and refine BH QMS core measures, establish measure benchmarks and track progress toward targets, facilitates the provision of TA, and develops Quality Improvement Initiatives to address systemic issues.
 1. **Section II. Measure Development** – the Department’s Behavioral Health Measure Development and Review process has been added as Attachment 1
 2. **Section V. Performance Measures** – certain program service measures have been revised (See Exhibit B for more details)
 - B. **Same Day Access Measures** – ISERV measure development for FY26-27 Definition finalized in program workgroup, in conjunction with the CSB/DBHDS Data SMEs, and will begin messaging with the mutually (CSB/DBHDS reps at Program Workgroup) created job-aide.

- C. SUD Engagement Measure (Block Grant SAMSHA/DBHDS Requirement) – benchmark increased to 65%. National scores are average and used as a baseline not a benchmark. During our presentation to the Q&O and DMC the SUD engagement benchmark was discussed.
- D. DLA-20 Measure – revised definition. Measure development for FY26-27. Finalized in conjunction with the CSB/DBHDS Data SME's

3. VI. Additional Expectations and Elements Being Monitored

A.1. Primary Care Screening – revised definition. Measure development for FY26-27. Finalized in conjunction with the CSB/DBHDS Data SME's

A.2. Antipsychotic Metabolic Screening – new required measure - Finalized in conjunction with the CSB/DBHDS Data SME's

- B. **Outpatient Services** - revised measure and benchmark (95%) - Finalized in conjunction with the CSB/DBHDS Data SME's
- C. **Service Members, Veterans, and Families (SMVF)** - revised measures and
- D. benchmarks (Training 95% and 90% admissions for MH/SUD services) - Finalized in conjunction with the CSB/DBHDS Data SME's

1.5 **Exhibit C: PHI Data Sharing and Use Agreement** - exhibit C is being repurposed for this amendment that incorporates language into the PC from PC Amendment 2 (P1636.2) that added Exhibit N- PHI Data Sharing and Use Agreement date December 6, 2024 through June 30, 2025 that was regarding sharing confidentiality and security of individually identifiable health information between the Department and the CSBs.

1.6 **Exhibit E: Performance Contract Schedule and Process** – updated to provide the CSB specific due dates for Department required reporting submissions for the performance contract, financial, program related required data submissions for the new data platform, local government audits and Certified Public Accountant (CPA) audits for FY26-27. It also provides specific dates for disbursement of state and federal funds to the CSBs.

1.7 **Exhibit F: Federal Grant Requirements** – revised to reflect the current federal grants and their general and specific terms and conditions. These are required material changes that are not negotiable as a Subrecipient of federal funds. We encourage you to familiarize yourself with this information as a Subrecipient of federal funds

1.8 **Exhibit G: Community Services Boards Master Programs Services Requirements** – this exhibit has been revised to provide terms and conditions for certain programs services that a CSB may provide to reduce the amount of Exhibits D the Department and CSBs will have to review, process, and track. Keep in mind that this is not inclusive of all programs/services a CSB may provide, just those that it may have received on a regular basis for review and execution that have well established baseline requirements, with minimal to no changes, and/or part of ongoing baseline funding received from the Department.

At the request of the CSBs, more program service information has been added as Attachment 1 to provide more details regarding funding information such as appropriation language, where to find additional requirements that may be in other Exhibits, cost center information and program points of contacts.

1.9 Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements - revised

to update the reduction of appropriated funding and remove certain CCS3 and taxonomy language.

1.10 Exhibit K (new attachments - Appendix D, E, F, G, H): State Hospital Census Management Admission and Discharge Requirements – this Exhibit was revised and reorganize to streamlining and ensuring the inclusion of all populations in the protocols. None of the changes are direct result of the 30-day discharge pilot because those are pilots. DBHDS programs staff did some extensive work regarding this Exhibit with CSB program and state hospitals staff responsible for this work. Please ensure that you take the time to review. Here are some key changes.

Exhibit K - Collaborative Discharge Requirements for Community Services Boards and State Hospitals – revised to clarify: State Hospital Responsibilities and CSB Responsibilities and Time Frames.

New Appendices

1. **Appendix D- Admission Notifications**
Individuals to include in admission notification: hospital liaison, liaison supervisor, MH/Clinical Director, ID Director if applicable
2. **Appendix E - Discharge Dispute Process**
Discharge Readiness Dispute Process for State Hospitals, CSBs, and DBHDS Central Office
3. **Appendix F- Clinical Readiness Scale for State Psychiatric Hospitals with Psycho-Legal Considerations**
4. **Appendix G: Discharge Medication Protocol**
5. **Appendix H: Discharge Pilot Protocols for Central State Hospital, Southwestern Virginia Mental Health Institute, Or Southern Virginia Mental Health Institute**

1.11 Exhibit M: Department of Justice Settlement Agreement: amended as required for DOJ compliance. These are required material changes that are not negotiable. Please review to understand the requirements. Here are some of the revisions:

1. CSB will post a message for individuals with DD and their families related to the DMAS document titled “Help in Any Language” to the CSB website and provide the information through other means, as needed, or requested by individuals with DD and their families who are seeking services.
2. **Face-to-Face Visits**
 - a. CSBs shall refer to Enhanced Case Management Criteria Instructions and Guidance and the Case Management Operational Guidelines issued by the Department.
 - b. CSB will document the selected Support Coordinator’s name on the Virginia Informed Choice form to indicate individuals, and as applicable Substitute Decision-Maker's, choice of the assigned SC.
3. **Support Coordinator Quality Review**
 - a. Each year, the CSB shall complete the number of Support Coordinator Quality Reviews and provide data to DBHDS as outlined by the process.

- b. As requested by DBHDS, the CSB will submit a performance improvement plan (PIP) or Corrective Action Plan (CAP) when two or more indicators ((Item 9ci through x above) are found to be below 60% during any year reviewed.
3. CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances using the RST referral form in the waiver management system (WaMS) application to enable the RST to monitor, track, and trend community integration and challenges that require further system development.

1.12 Addendum I Administrative Requirements and Processes and Procedures– Administrative Requirements for Accounts Receivables

1. **Appendix D - User Acceptance Testing Process** – revised to align with the data modernization requirements
2. **Appendix E - Administrative Requirements for Accounts Receivables** - was repurposed to implement a targeted review process to assess the extent to which CSBs are billing for Medicaid-eligible services they provide, (ii) determine if additional technical assistance and training, in coordination with Medicaid managed care organizations, is needed on appropriate Medicaid billing and claiming practices to relevant CSB staff, and (iii) evaluate the feasibility of a central billing entity, similar to the Federally Qualified Health Centers, that would handle all Medicaid claims for the entire system.
3. **Appendix F** - was repurposed to move Regional Program Operating Principles from the Core Services Taxonomy

- 1.13 Addendum III - Sunset Core Services Taxonomy** – the contents will sunset except for Regional Program Operating Principles, that was moved to Appendix F of Addendum I- Administrative Requirements and Processes and Procedures of the performance contract. We will keep a placeholder for future repurpose of this section.

The Department would like to thank you all for your service to the community and working with us.

All your hard work and dedication to both your communities and our community services system is much valued and appreciated.

If you need help or have questions, please email performancecontractsupport@dbhds.virginia.gov

Thank you,



Chaye Neal-Jones

Director

Office of Enterprise Management Services

**AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Crossroads Community Services Board
Contract No. P1636.757.3**

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**AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Crossroads Community Services Board
Contract No. P1636.757.3**

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**AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Crossroads Community Services Board
Contract No. P1636.757.3**

Other Performance Contract Document Attachments

- ☒ Exhibit A: Resources and Services (Only available through the electronic reporting application provided by the Department)
- ☒ Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures
- ☒ Exhibit C: PHI Data Sharing and Use Agreement (Repurposed effective July 1, 20125)
- ☐ Exhibit D: Individual CSB Performance Measures (Provided separately as needed by the Department)
- ☒ Exhibit E: Performance Contract Schedule and Process
- ☒ Exhibit F: Federal Grant Requirements
- ☒ Exhibit F(B): Single Audit Exemption Form (Template Document provided by Department)
- ☒ Exhibit G: Community Services Boards Master Programs Services Requirements
- ☒ Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements
- ☒ Exhibit I: INTENTIONALLY LEFT BLANK FOR FUTURE USE
- ☒ Exhibit J: Certified Preadmission Screening Clinicians Requirements
- ☒ Exhibit K: State Hospital Census Management Admission and Discharge Requirements
- ☒ Exhibit L: List of Acronyms (See Table of Contents)
- ☒ Exhibit M: Department of Justice Settlement Agreement
- ☒ Addendum I: Administrative Requirements and Processes and Procedures
- ☒ Addendum II: Partnership Agreement
- ☒ Addendum III: INTENTIONALLY LEFT BLANK FOR FUTURE USE

**AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Crossroads Community Services Board
Contract No. P1636.757.3**

1. Purpose

The Department of Behavioral Health and Developmental Services (the “Department”) and the Community Service Board or Behavioral Health Authority (the “CSB”) collectively hereinafter referred to as “the Parties”, enter into this contract for the purpose of funding services provided directly or contractually by the CSB in a manner that ensures accountability to the Department and quality of care for individuals receiving services and implements the mission of supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life.

Title 37.2 of the Code of Virginia, hereafter referred to as the Code, establishes the Virginia Department of Behavioral Health and Developmental Services, hereafter referred to as the Department, to support delivery of publicly funded community mental health (MH), developmental (DD), and substance use (SUD), services and supports and authorizes the Department to fund those services.

Sections 37.2-500 through 37.2-512 of the Code require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance use disorder services; §§ 37.2-600 through 37.2-615 authorize certain cities or counties to establish behavioral health authorities that plan and provide those same local public services.

This contract refers to the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in this contract as the CSB. Section 37.2-500 or 37.2-601 of the Code requires the CSB to function as the single point of entry into publicly funded mental health, developmental, and substance use disorder services. The CSB fulfills this function for any person who is located in the CSB’s service area and needs mental health, developmental, or substance use disorder services to the greatest extent possible and within the resources available to the CSB for this purpose.

Sections 37.2-508 and 37.2-608 of the Code and State Board Policy 4018, establish this contract as the primary accountability and funding mechanism between the Department and the CSB, and the CSB is applying for the assistance provided under Chapter 5 or 6 of Title 37.2 by submitting this contract to the Department.

The CSB exhibits, addendums, appendices, Administrative Requirements and Processes and Procedures, CCS Extract and CARS or successor (hereinafter referred to as “Data Reporting Mechanism”), and Partnership Agreement documents are incorporated into and made a part of this contract by reference. The documents may include or incorporate ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. The CSB shall comply with all provisions and requirements. If there is a conflict between provisions in any of those documents and this contract, the language in this contract shall prevail.

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2. Defined Terms

Appropriation Act is defined as an Act for the appropriation of the Budget submitted by the Governor of Virginia in accordance with the provisions of § 2.2-1509 of the Code of Virginia and to provide a portion of the revenues for a two year period.

Data Reporting Mechanism is defined as CCS Extract and CARS or their successors

Federal Fiscal Year the Federal Fiscal Year begins on October 1 of the calendar and ends on September 31 of the subsequent calendar year.

Federal Funds the Federal Funds are funds that are allocated by the federal government and are provided to the Department of Behavioral Health and Developmental Services as the State of Virginia's authority for the allocation, management, and oversight for the use of these specific funds. The funds are considered restricted and must be used or encumbered during the federal fiscal year or extensions. Any unused funds are required to be returned to the Department by the CSB and from there to the federal government in a timely manner.

Fiscal Agent the Fiscal Agent has two specific purposes.

The specific local government that is selected by the local governments or government participating in the establishment of a specific CSB and identified in the local resolutions passed by each locality in its creation of the CSB. If the participating governments decide to select a different fiscal agent, it must be done through a local resolution passed by each participating local government that created the CSB.

The second purpose of Fiscal Agent is the specific CSB that has been selected by the CSB Region to receive state-controlled funds from the Department and manage those funds in a way that has been identified in a memorandum of understanding (MOU) agreed to by each participating CSB in a regionally funded activity. If the CSB acting as Fiscal Agent changes by decision of the Regional CSB, then that change must be noted in a revision to the existing MOU.

Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) is an agreed upon process for the management of services, funds, or any rules or regulations that govern the processes all participating parties agree to follow for the common good of the participating parties. In the case of the Community Services Performance Contract, or any activities funded through the Community Service Performance Contract, the MOU is agreed upon and signed for the delivery of services identified and funded through the Region the participating community services boards or behavioral health authority provide services in.

Populations Served are defined as adults with serious mental illnesses, children with or at risk of serious emotional disturbance, individuals with developmental disabilities, or individuals with substance use disorders to the greatest extent possible within the resources available to it for this purpose.

Restricted Funds are funds identified separately in letters of notification, performance contracts, Exhibits D and the Department's Data Reporting Mechanism(s) to be used for specified purposes; CSB must account for, and report expenditures associated with these funds to the Department. The uses of restricted funds usually are controlled and specified by a funding source, such as federal mental health and substance abuse block grants or the Appropriations Act passed by the General Assembly. The Department may restrict funds that would otherwise be unrestricted.

State Fiscal Year the State Fiscal Year (FY) begins July 1 of the calendar year and ends June 30 of the subsequent calendar year.

State General Funds these are funds that are appropriated by the Virginia General Assembly and are

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identified in each current Appropriation Act. The act is not considered law until it is signed by the Governor of Virginia.

Unrestricted Funds are funds identified separately in letters of notification, performance contracts, and Department's Data Reporting Mechanism(s) but without specified purposes; CSB do not have to account or report expenditures associated with them separately to the Department.

3. Relationship

The Department functions as the state authority for the public mental health, developmental, and substance use disorder services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department, the state hospitals and the CSB are described in the Partnership Agreement between the parties. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.

4. Term and Termination

Term: This contract shall be in effect for a term of two years, commencing on July 1, 2025, and ending on June 30, 2027.

Termination: The Department may terminate all or a portion of this contract immediately at any time during the contract period if funds for this activity are withdrawn or not appropriated by the General Assembly or are not provided by the federal government. In this situation, the obligations of the Department and the CSB under this contract shall cease immediately. The CSB and the Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.

The CSB may terminate all or a portion of this contract immediately at any time during the contract period if funds for this activity are withdrawn or not appropriated by its local government(s) or other funding sources. In this situation, the obligations of the CSB and the Department under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.

5. Contract Amendment

This contract, including all exhibits and incorporated documents, constitutes the entire agreement between the Department and the CSB and may be amended only by mutual agreement of the parties, in writing and signed by the Parties hereto, except for the services identified in Exhibit A, amendments to services under Exhibit A shall be in accordance with the performance contract revision instructions contained in Exhibit E.

9. Services

Exhibit A of this contract includes all mental health, developmental, and substance use disorder services provided or contracted by the CSB that are supported by the resources described in this contract.

6. Service Change Management

The CSB shall notify the Department 45 days prior to seeking to provide a new category or subcategory or stops providing an existing category or subcategory of services if the service is funded with more than 30 percent of state or federal funds or both by the Department. The CSB shall provide sufficient information to the Office of Management Services (OEMS) through the performancecontractsupport@dbhds.virginia.gov for its review and approval of the change, and the CSB shall receive the Department's approval before implementing the new service(s) or stopping the existing service(s).

Pursuant to 12VAC35-105-60 of the *Rules and Regulations for Licensing Providers by the Department of*

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Behavioral Health and Developmental Services, the CSB shall not modify a licensed service(s) without submitting a modification notice to the Office of Licensing in the Department at least 30 days in advance of the proposed modification.

7. Funding Requirements

A. Funding Resources

Exhibit A of this contract provides an example of the following resources: state funds and federal funds appropriated by the General Assembly and federal government and allocated by the Department to the CSB, and any other funds associated with or generated by the services shown in Exhibit A. The CSB must review the most recent version of Exhibit A sent by the Department's Fiscal and Grants Management Office.

B. Funding Allocations

1. The Department shall inform the CSB of its state and federal fund allocations in its letter of notification (LON). Allocations of state and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the Appropriation Act, State Board policies, and previous allocation amounts.
2. The Department may reduce or restrict state or federal funds during the contract term if the CSB reduces significantly or stops providing services supported by those funds as documented in its community services reports. These reductions shall not be subject to provisions in Section 14.A. and B. of this contract. The Commissioner or designee shall communicate all adjustments to the CSB in writing.
3. Continued disbursement and /or reimbursement of state or federal funds by the Department to the CSB may be contingent on documentation in the CSB's Data Reporting Mechanism that it is providing the services supported by these funds.

C. Expenses for Services

The CSB shall provide those services funded by the Department set forth in Exhibit A and documented in the CSB's financial management system. The CSB shall distribute its administrative and management expenses across the program areas (mental health, developmental, and substance use disorder services), emergency services, and ancillary services on a basis that is auditable and satisfies Generally Accepted Accounting Principles. CSB administrative and management expenses shall be reasonable and subject to review by the Department.

D. Use of Funds

1. The Department has the authority to impose additional conditions or requirements for use of funds, separate from those established requirements or conditions attached to appropriations of state-controlled funds by the General Assembly, the Governor, or federal granting authorities. The Department shall, when possible, provide sufficient notice in writing to the CSB of changes to the use of funds.
2. **Medicaid Billing** - The CSB shall maximize billing and collecting Medicaid payments and other fees in all covered services to enable more efficient and effective use of the state and federal funds allocated to it.
3. **Supplanting**- State Board Policy 6005 and based on the Appropriation Act prohibition against using state funds to supplant funds provided by local governments for existing services, there should be no reduction of local matching funds as a result of a CSB's retention of any balances of unspent state funds.

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E. Availability of Funds

The Department and the CSB shall be bound by the provisions of this contract only to the extent of the funds available or that may hereafter become available for the purposes of the contract.

F. Local Match

Pursuant to § 37.2-509 of the Code allocations from the Department to any community services board for operating expenses, including salaries and other costs, or the construction of facilities shall not exceed 90 percent of the total amount of state and local matching funds provided for these expenses or such construction, unless a waiver is granted by the Department and pursuant to State Board Policy 4010 and the *Departments established Minimum Ten Percent Local Matching Fund Waiver Request Process*.

G. Local Contact for Disbursement of Funds

1. If the CSB is an operating CSB and has been authorized by the governing body of each city or county that established it to receive state and federal funds directly from the Department and act as its own fiscal agent pursuant to Subsection A.18 of § 37.2-504 of the Code, must send notification to the Department and include:

- a. Name of the Fiscal Agent's City Manager or County Administrator or Executive
- b. Name of the Fiscal Agent's County or City Treasurer or Director of Finance
- c. Name, title, and address of the Fiscal Agent official or the name and address of the CSB if it acts as its own fiscal agent to whom checks should be electronically transmitted

2. The notification must be sent to:

Fiscal and Grants Management Office
Virginia Department of Behavioral Health and Developmental Services
Eric.Billings@dbhds.virginia.gov

H. Unanticipated Changes in the Use of Funds Due to a Disaster

The Department reserves the right to re-purpose the currently allocated funds to a CSB. This action will not be done without clear deliberations between the Parties. The decision can rest on the requirements outlined in an Executive Order issued by the Governor, changes to the ability of the Department or the CSB to provide contracted services to the preservation of health and safety of individuals receiving services or the health and safety of staff providing services, or to decisions made by local government forbidding the provision of services, the funding allocations, the specific services intended to be funded, and the types and numbers of individuals projected to be served.

10. Billing and Payment Terms and Conditions

A. Federal Funds Invoicing

The CSB shall invoice the Department on a monthly basis no later than the 20th of the following month for which reimbursement is being requested. The CSB will utilize the Departments grants management system to invoice the Department for federal funds reimbursement. The CSB may be asked to include supporting documentation when the Department determines it is necessary to meet federal grant requirements. The CSB understands and agrees to all of the following:

1. CSB shall only be reimbursed for actual, reasonable, and necessary costs based on its award amounts.
2. An invoice under this agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures.
3. Expenditures required in the delivery of services shall be subject to any other provision of this agreement relating to allowable reimbursements.

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4. An invoice under this agreement shall not include any reimbursement request for future expenditures.
5. An invoice under this agreement shall be processed when the Department's FSGMO is in receipt of any required documentation.

B. Payment Terms

1. Federal Funds are reimbursed to the CSB monthly. To receive payment, the CSB must file for reimbursement as provided in the policies and procedures established by the Office of Fiscal Services and Grants Management.
2. State Funds shall be disbursed by the Department's Fiscal Services and Grants Management Office as set forth in its established policies and procedures and outlined in an applicable Exhibit D or Exhibit G.

C. Reconciliation and Closeout Disclosures

The CSB shall comply with state and federal grant reconciliation and closeout disclosures, and applicable policies and procedures established by the Office of Fiscal Services and Grants Management. If a CSB does not return its signed Exhibit(s) D, Notices of Award, or other required documentation in a timely manner this may result in a delay in or ineligibility for receiving funding.

Unexpended federal funds must either be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
Office of Fiscal and Grants Management
PO Box 1797
Richmond, VA 23218-1797
C/O Eric Billings

Or

CSB may return the funds electronically through an ACH transfer. The transfer would be made to DBHDS' Truist account. The account information and DBHDS' EIN is as follows:

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

Name and Address of Bank:
Truist Bank
214 North Tryon Street
Charlotte, NC 28202

If the ACH method of payment is utilized, please send an email indicating your intent to submit funds electronically to:

Eric.Billings@dbhds.virginia.gov
Benjamin.wakefield@dbhds.virginia.gov
Christine.Kemp@dbhds.virginia.gov

Approval to execute an ACH payment is not required, but DBHDS must be aware that the payment is coming to account for it properly.

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11. CSB Responsibilities

A. Exhibit A

Exhibit A shall be submitted electronically through the report provided by the Department. At the end of each fiscal year, the CSB shall provide an end year report that provides the actual array of services, the actual cost of those services, and the actual service capacity to provide those services.

B. Populations Served

The CSB shall provide the services needed to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, individuals with developmental disabilities, or individuals with substance use disorders to the greatest extent possible within the resources available to it for this purpose.

C. Scope of Services

Exhibit G of this performance contract provides a scope of certain Code mandated and other program services a CSB may be responsible for providing but are not limited to those in Exhibit G.

D. Response to Complaints

Pursuant to § 37.2-504 or § 37.2-605 of the Code, the CSB shall implement procedures to satisfy the requirements for a local dispute resolution mechanism for individuals receiving services and to respond to complaints from individuals receiving services, family members, advocates, or other stakeholders as expeditiously as possible in a manner that seeks to achieve a satisfactory resolution and advises the complainant of any decision and the reason for it.

The CSB shall acknowledge complaints that the Department refers to it within five (5) business days of receipt and provides follow up commentary on them to the Department within 10 business days of receipt. The CSB shall post copies of its procedures in its public spaces and on its website, provide copies to all individuals when they are admitted for services.

E. Quality of Care

1. **Department CSB Performance Measures:** CSB staff shall monitor the CSB's outcome and performance measures in Exhibit B, identify and implement actions to improve its ranking on any measure on which it is below the benchmark, and present reports on the measures and actions at least quarterly during scheduled meetings of the CSB board of directors.
2. **Quality Improvement and Risk Management:** The CSB shall develop, implement, and maintain a quality improvement plan, itself or in affiliation with other CSBs, to improve services, ensure that services are provided in accordance with current acceptable professional practices, and address areas of risk and perceived risks. The quality improvement plan shall be reviewed annually and updated at least every four years.
 - a. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSB, a risk management plan or participate in a local government's risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.
 - b. The CSB shall implement, in collaboration with other CSBs in its region, the state hospitals and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services, regional utilization and management procedures and practices.
3. **Critical Incidents:** The CSB shall implement procedures to ensure that the executive director is informed of any deaths, serious injuries, or allegations of abuse or neglect as defined in the

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Department's Licensing (12VAC35-105-20) and Human Rights (12VAC35-115-30) Regulations when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.

F. Reporting Requirements and Data Quality

1. Individual Outcome and CSB Provider Performance Measures

- a. **Measures:** Pursuant to § 37.2-508 or § 37.2-608 of the Code, the CSB shall report the data for individual outcome and CSB provider performance measures in Exhibit B of this contract to the Department.
- b. **Individual CSB Performance Measures:** The Department may negotiate specific, time-limited measures with the CSB to address identified performance concerns or issues. The measures shall be included in an Exhibit D.
- c. **Individual Satisfaction Survey:** Pursuant to § 37.2-508 or § 37.2-608 of the Code, the CSB shall participate in the Annual Survey of Individuals Receiving Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the annual QSRs and the NCI Survey for individuals covered by the DOJ Settlement Agreement.

2. Electronic Health Record

The CSB shall implement and maintain an electronic health record (EHR) that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology-Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline, and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with the Department and its state hospitals and training centers and other CSB.

3. Reporting Requirements

CSBs are required to report data to DBHDS related to program services funded in part or in whole by state and/or federal funds.

For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1030 and shall:

- a. Report individual characteristic and service data to the Department, as required by § 37.2- 508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106- 310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code, and as defined in the current Data Reporting Mechanism specifications, including the current Business Rules.
- b. Follow the current Data Reporting Mechanism specifications, when responding to reporting requirements established by the Department.
- c. Complete the National Survey of Substance Abuse Treatment Services (N-SSATS) annually that is used to compile and update the National Directory of Drug and Alcohol Abuse Treatment Programs and the on-line Substance Abuse Treatment Facility Locator.
- d. Follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new data reporting releases and participate in the user acceptance testing process when requested to do so by the Department.
- e. Report program service data on substance abuse prevention and mental health promotion services

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provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the prevention data system. Report all prevention and any other mental health promotion services financial data (report funding, expenditure, and cost data on these services) through the Department's Data Reporting Mechanism.

- f. Report data and information required by the current Appropriation Act.
- g. Report data identified collaboratively by the Department and the CSB working through the VACSB DMC.

4. Routine Reporting Requirements

The CSB shall account for all services, funds, expenses, and costs accurately and submit reports to the Department in a timely manner using current programmatic and financial Data Reporting Mechanism, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department in accordance . The CSB shall provide the following information and meet the following reporting requirements:

- a. Types and service capacities of services provided, costs for services provided, and funds received by source and amount and expenses paid by program area and for emergency and ancillary services semi-annually in CARS, and state and federal block grant funds expended by service category with the end-of-the-fiscal year CARS report.
- b. Demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current Data Reporting Mechanism.
- c. Federal Balance Report.
- d. PATH reports (mid-year and at the end of the fiscal year).
- e. Amounts of state, local, federal, Medicaid, other fees, other funds used to pay for services by service category in each program area and emergency and ancillary services in the end of the fiscal year CARS report; and
- f. Other reporting requirements in the current Data Reporting Mechanism specifications.

- 5. **Subsequent Reporting Requirements:** In accordance with State Board Policy 1030, the CSB shall work with the Department through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current , the current Data Reporting Mechanism and the federal substance abuse Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the VACSB DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current , the current Data Reporting Mechanism, and the TEDS and other federal reporting requirements.
- 6. **Data Elements:** The CSB shall work with the Department through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.
- 7. **Streamlining Reporting Requirements:** The CSB shall work with the Department through the VACSB DMC to review existing reporting requirements including the current Data Reporting Mechanism to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current Data Reporting Mechanism specifications and ; and to maximize the interoperability between Department and CSB data bases to

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support the electronic exchange of information and comprehensive data analysis.

8. **Data Quality:** The CSB shall review data quality reports from the Department on the completeness and validity of its Data Reporting Mechanism data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB's Data Reporting Mechanism submissions and, upon approval of the Department, shall implement the plan of correction.
9. **Providing Information:** The CSB shall provide any information requested by the Department that is related to the services, funds, or expenditures in this contract or the performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of information requested. Provision of information shall comply with applicable laws and regulations governing confidentiality, privacy, and security of information regarding individuals receiving services from the CSB.
10. **Reviews:** The CSB shall participate in the periodic, comprehensive administrative and financial review of the CSB conducted by the Department to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The CSB shall address recommendations in the review report by the dates specified in the report or those recommendations may be incorporated in an Exhibit D.
11. **Language Access:** To support Virginia's efforts to ensure all people with DD and their families have access to Medicaid information, the CSB will post a message for individuals with DD and their families related to the DMAS document titled "Help in Any Language" to the CSB website and provide the information through other means, as needed, or requested by individuals with DD and their families who are seeking services. This document can be accessed at: <https://dmas.virginia.gov/media/2852/language-taglines-for-dmas.pdf> or by contacting DBHDS or DMAS.

12. Subcontracting

A subcontract means a written agreement between the CSB and another party under which the other party performs any of the CSB's obligations. Subcontracts, unless the context or situation supports a different interpretation or meaning, also may include agreements, memoranda of understanding, purchase orders, contracts, or other similar documents for the purchase of services or goods by the CSB from another organization or agency or a person on behalf of an individual.

If the CSB hires an individual not as an employee but as a contractor (e.g., a part-time psychiatrist) to work in its programs, this does not constitute subcontracting under this section. CSB payments for rent or room and board in a non-licensed facility (e.g., rent subsidies or a hotel room) do not constitute subcontracting under this section, and the provisions of this section, except for compliance with the Human Rights regulations, do not apply to the purchase of a service for one individual.

The CSB may subcontract any requirements in this contract. The CSB shall remain fully and solely responsible and accountable for meeting all of its obligations and duties under this contract, including all services, terms, and conditions, without regard to its subcontracting arrangements.

Subcontracting shall comply with applicable statutes, regulations, and guidelines, including the Virginia Public Procurement Act, § 2.1-4300 et seq. of the Code. All subcontracted activities shall be formalized in written contracts between the CSB and subcontractors. The CSB agrees to provide copies of contracts or other documents to the Department on request.

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A. Subcontracts

The written subcontract shall, as applicable and at a minimum, state the activities to be performed, the time schedule and duration, the policies, and requirements, including data reporting, applicable to the subcontractor, the maximum amount of money for which the CSB may become obligated, and the manner in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments or contributions to the CSB as a condition of doing business with the CSB.

B. Subcontractor Compliance

The CSB shall require that its subcontractors comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in this contract. The CSB shall require that its subcontractors submit to the CSB all required Data Reporting Mechanism on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its Data Reporting Mechanism submissions to the Department.

1. The CSB shall require that any agency, organization, or person with which it intends to subcontract services that are included in this contract is fully qualified and possesses and maintains current all necessary licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and places individuals in the subcontracted service.
2. The CSB shall require all subcontractors that provide services to individuals and are licensed by the Department to maintain compliance with the Human Rights Regulations adopted by the State Board.
3. The CSB shall, to the greatest extent practicable, require all other subcontractors that provide services purchased by the CSB for individuals and are not licensed by the Department to develop and implement policies and procedures that comply with the CSB's human rights policies and procedures or to allow the CSB to handle allegations of human rights violations on behalf of individuals served by the CSB who are receiving services from such subcontractors. When it funds providers such as family members, neighbors, individuals receiving services, or others to serve individuals, the CSB may comply with these requirements on behalf of those providers, if both parties agree.

C. Subcontractor Dispute Resolution

The CSB shall include contract dispute resolution procedures in its contracts with subcontractors.

D. Quality Improvement Activities

The CSB shall, to the extent practicable, incorporate specific language in its subcontracts regarding the quality improvement activities of subcontractors. Each vendor that subcontracts with the CSB should have its own quality improvement system in place or participate in the CSB's quality improvement program.

13. Compliance with Laws

CSB shall comply with all applicable federal, state, and local laws and regulations to include, but not limited to, those detailed below. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

A. DATA PRIVACY

1. The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (1996) and its accompanying standards found at 45 CFR 160, 162, and 164 (HIPAA), the Virginia Health Records Privacy Act found at § 32.1-127.1:03 of the Code of Virginia, 42 CFR Part 2, the 21st Century Cures Act, and the HITECH Act by their compliance dates, and where federal

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requirements and applicable state statutes or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR §160.202.

2. The Parties shall execute a "PHI Data Sharing and Use Agreement" Exhibit C as a part of this Agreement governing the use, disclosure, and safeguarding of any HIPAA or 42 CFR Part 2- protected health information (PHI), personally identifiable information (PII), and other confidential data that the CSB exchanges with the Department and its state facilities to ensure the privacy and security of sensitive data. Additionally, should the CSB determine any third party, including those under contract with DBHDS and the Commonwealth, is a Business Associate of the CSB, the CSB shall be responsible for entering into business associate agreements (BAA) with vendors providing data platform, exchange, or other services/solutions to implement the Performance Contract, including those under contract with DBHDS and the Commonwealth.
3. The Parties shall ensure sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, regional or persons meets the requirements in the Federal Information Processing Standards (FIPS) 140-2 standard and is encrypted using a method supported by the Department and CSB. To ensure the privacy and security of PHI, PII, and other confidential data and as necessary to comply with HIPAA, each Party shall execute a BAA with any person or entity, other than the party's workforce, who performs functions or activities on behalf of, or provides certain services to, the Party that involve access by the person or entity to PHI, PII, or other confidential data.

B. Employment Anti-Discrimination

1. The CSB shall conform to the applicable provisions of Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Contracting Act, the Civil Rights Act of 1991, regulations issued by Federal Granting Agencies, and other applicable statutes and regulations, including § 2.2-4310 of the Code. The CSB agrees as follows:
2. The CSB will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CSB. The CSB agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. The CSB, in all solicitations or advertisements for employees placed by or on behalf of the CSB, will state that it is an equal opportunity employer.
4. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

C. Service Delivery Anti-Discrimination

1. The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Virginians with Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and as further stated below.
2. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.
3. The CSB and its direct and contractual services will include these assurances in their services policies and practices and will post suitable notices of these assurances at each of their facilities in areas accessible to individuals receiving services.

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4. The CSB will periodically review its operating procedures and practices to ensure continued conformance with applicable statutes, regulations, and orders related to non- discrimination in service delivery.

D. General State Requirements

The CSB shall comply with applicable state statutes and regulations, State Board regulations and policies, and Department procedures, including the following requirements.

E. Conflict of Interests

Pursuant to § 2.2-3100.1 of the Code, the CSB shall ensure that new board members are furnished with receive a copy of the State and Local Government Conflict of Interests Act by the executive director or his or her designee within two weeks following a member's appointment, and new members shall read and become familiar with provisions of the act.

The CSB shall ensure board members and applicable CSB staff receive training on the act. If required by § 2.2-3115 of the Code, CSB board members and staff shall file annual disclosure forms of their personal interests and such other information as is specified on the form set forth in § 2.2-3118 of the Code. Board members and staff shall comply with the Conflict of Interests Act and related policies adopted by the CSB board of directors.

F. Freedom of Information

Pursuant to § 2.2-3702 of the Code, the CSB shall ensure that new board members are furnished with a copy of the Virginia Freedom of Information Act by the executive director or his or her designee within two weeks following a member's appointment, and new members shall read and become familiar with provisions of the act.

The CSB shall ensure board members and applicable staff receive training on the act. Board members and staff shall comply with the Freedom of Information Act and related policies adopted by the CSB by the CSB board of directors.

G. Protection of Individuals Receiving Services

1. **Human Rights.** The CSB shall comply with the current *Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*. The CSB shall adhere to any human rights guidance documents published by the Department. In the event of a conflict between any of the provisions in this contract and provisions in these regulations, the applicable provisions in the regulations shall apply.

The CSB shall cooperate with any Department investigation of allegations or complaints of human rights violations, including providing any information needed for the investigation as required under state law and as permitted under 45 CFR § 164.512 (d) in as expeditious a manner as possible.

2. **Disputes.** The filing of a complaint as outlined in the Human Rights Regulations by an individual or his or her family member or authorized representative shall not adversely affect the quantity, quality, or timeliness of services provided to that individual unless an action that produces such an effect is based on clinical or safety considerations and is documented in the individual's individualized services plan.

H. Licensing

The CSB shall comply with the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*. The CSB shall establish a system to ensure ongoing compliance with applicable licensing regulations. CSB staff shall provide copies of the results of licensing

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reviews, including scheduled reviews, unannounced visits, and complaint investigations, to all members of the CSB board of directors in a timely manner and shall discuss the results at a regularly scheduled board meeting. The CSB shall adhere to any licensing guidance documents published by the Department.

14. Department Responsibilities

A. Program and Service Reviews

The Department shall develop and implement policies, processes and procedures for regular, ongoing monitoring of CSB performance to ensure compliance with the requirements of this agreement. The Department may conduct or contract for reviews of programs or services provided or contracted by the CSB under this contract to examine their quality or performance at any time as part of its monitoring and review responsibilities or in response to concerns or issues that come to its attention, as permitted under 45 CFR § 164.512 (a), (d), and (k) (6) (ii) and as part of its health oversight functions under § 32.1-127.1:03 (D) (6) and § 37.2-508 or § 37.2-608 of the Code or with a valid authorization by the individual receiving services or his authorized representative that complies with 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*, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule. The CSB shall provide ready access to any records or other information necessary for the Department to conduct program or service reviews or investigations of critical incidents.

B. State Facility Services

1. **Availability:** The Department shall make state facility services available, if appropriate, through its state hospitals and training centers when individuals located in the CSB's service area meet the admission criteria for these services.
2. **Bed Utilization:** The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512(k) (6) (ii). The Department shall distribute reports to CSB on state hospital and training center bed utilization by the CSB for all types of beds (adult, geriatric, child, and adolescent, and forensic) and for TDO admissions and bed day utilization.

In addition, the Department and the CSB shall work jointly to identify or develop other mechanisms, as appropriate, that will be employed collaboratively by the CSB and the state hospitals to manage the utilization of state hospital beds.

3. **Continuity of Care:** The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035, to support service linkages with the CSB, including adherence to the applicable continuity of care procedures, and the current Exhibit K and other applicable document provided by the Department. The Department shall assure state hospitals and training centers use teleconferencing technology to the greatest extent practicable to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.
4. **Medical Screening and Medical Assessment:** When working with CSB and other facilities to arrange for treatment of individuals in the state hospital, the state hospital shall assure that its staff follows the current Medical Screening and Medical Assessment Guidance Materials. The state hospital staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.
5. **Planning:** The Department shall involve the CSB, as applicable and to the greatest extent possible, in collaborative planning activities regarding the future role and structure of state

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hospitals and training centers.

C. Quality of Care

The Department in collaboration with the VACSB Data Management and Quality Leadership Committees and the VACSB/DBHDS Quality and Outcomes Committee shall identify individual outcome, CSB provider performance, individual satisfaction, individual and family member participation and involvement measures, and quality improvement measures, pursuant to § 37.2-508 or § 37.2-608 of the Code, and shall collect information about these measures and work with the CSB to use them as part of the Continuous Quality Improvement Process described in Appendix E of the CSB Administrative Requirements to improve services.

D. CSB Performance Dashboard

1. The Department shall develop a dashboard ("Performance Dashboard") to display performance data for all CSBs, to include:
 - a. Each CSB's revenues, costs, and services;
 - b. Individuals served;
 - c. Measures in Exhibit B; and
 - d. Any other information deemed necessary by the Department
2. The Department and CSB shall work collaboratively to identify additional performance measures for reporting on the Performance Dashboard, as determined appropriate and beneficial to understand the community behavioral health system across the Commonwealth of Virginia.
3. The Department shall provide access to the dashboard to CSB.
4. The Department shall collaborate with the CSB to ensure all dashboard data is accurate before it is posted publicly on the Performance Dashboard and to determine the frequency at which the data will be updated.
5. The Department shall work with the CSB to identify and implement actions to improve the CSB's ranking on any outcome or performance measure on which it is below the benchmark.

E. Utilization Management

The Department shall work with the CSB, state hospitals and training centers serving it, and private providers involved with the public mental health, developmental, and substance use disorder services system to implement regional utilization management procedures and practices.

F. Human Rights

The Department shall operate the statewide human rights system described in the current *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*, by monitoring compliance with the human rights requirements in those regulations.

G. Licensing

The Department shall license programs and services that meet the requirements in the current *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services* and conduct licensing reviews in accordance with the provisions of those regulations. The Department shall respond in a timely manner to issues raised by the CSB regarding its efforts to coordinate and monitor services provided by independent providers licensed by the Department.

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H. Peer Review Process

The Department shall implement a process in collaboration with volunteer CSB to ensure that at least five percent of community mental health and substance abuse programs receive independent peer reviews annually, per federal requirements and guidelines, to review the quality and appropriateness of services. The Department shall manage this process to ensure that peer reviewers do not monitor their own programs.

I. Electronic Health Record (EHR)

The Department shall implement and maintain an EHR in its central office and state hospitals and training centers that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology- Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with CSB.

J. Reviews

The Department shall review and take appropriate action on audits submitted by the CSB in accordance with the provisions of this contract and the CSB Administrative Requirements. The Department may conduct a periodic, comprehensive administrative and financial review of the CSB to evaluate the CSB's compliance with requirements in the contract and CSB Administrative Requirements and the CSB's performance. The Department shall present a report of the review to the CSB and monitor the CSB's implementation of any recommendations in the report.

K. Reporting and Data Quality Requirements

In accordance with State Board Policy 1030, the Department shall work with CSB through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current t, the current Data Reporting Mechanism, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements.

1. The Department also shall work with CSB through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current , current Data Reporting Mechanism, and TEDS and other federal reporting requirements.
2. The Department shall work with the CSB through the DMC to develop and implement any changes in data platforms used, data elements collected, or due dates for all existing reporting mechanisms, Data Reporting Mechanism and stand-alone spreadsheet or other program- specific reporting processes.

L. Data Submission

The Department shall collaborate with CSB through the DMC in the implementation and modification of the current Data Reporting Mechanism, which reports individual characteristic and service data that is required under § 37.2-508 or § 37.2-608 of the Code, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act - Block Grants, §1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, to the Department and is defined in the current Data Reporting Mechanism specifications, including the current Business Rules.

1. The Department will receive and use individual characteristic and service data disclosed by the CSB through Data Reporting Mechanism as permitted under 45 CFR§§ 164.506 (c) (1) and (3) and 164.512 (a) (1) of the HIPAA regulations and § 32.1- 127.1:03.D (6) of the Code and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of

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the Code and HIPAA.

2. The Department shall follow the user acceptance testing process described in Addendum I Administrative Requirements and Processes and Procedures for new data reporting releases.

M. Data Elements

The Department shall work with CSB through the DMC to standardize data definitions, periodically review existing required data elements to eliminate elements that are no longer needed, minimize the addition of new data elements to minimum necessary ones, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.

The Department shall work with the CSB through the DMC to develop, implement, maintain, and revise or update a mutually agreed upon electronic exchange mechanism that will import all information related to the support coordination or case management parts of the ISP (parts I-IV) and VIDES about individuals who are receiving DD Waiver services from CSB EHRs into WaMS. If the CSB does not use or is unable to use the data exchange, it shall enter this data directly into WaMS.

N. Streamlining Reporting Requirements

The Department shall work with CSB through the DMC to review existing reporting requirements including the current Data Reporting Mechanism to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current Data Reporting Mechanism specifications; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

O. Data Quality

The Department shall provide data quality reports to the CSB on the completeness and validity of its Data Reporting Mechanism data to improve data quality and integrity. The Department may require the CSB executive director to develop and implement a plan of correction to remedy persistent deficiencies in the CSB's Data Reporting Mechanism submissions. Once approved, the Department shall monitor the plan of correction and the CSB's ongoing data quality.

P. Surveys and Additional Data Reporting Requests

The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the *Procedures for Approving CSB Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements*, reissued by the Commissioner. The Department shall provide advance notification, when possible, to CSB for all surveys and requests for data. All negotiated surveys, new data collection instruments, and data reporting requirements will be communicated, at minimum, to the CSB executive director and chief financial officer.

Q. Communication

1. The Department shall provide technical assistance and written notification to the CSB regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are known to the Department.
2. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract.

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3. The Department shall provide any information requested by the CSB that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested.
4. The Department shall issue new or revised policy, procedure, and guidance documents affecting CSB via letters, memoranda or emails from the Commissioner, Deputy Commissioner, or applicable Assistant Commissioner to CSB executive directors and other applicable CSB staff and post these documents in an easily accessible place on its web site within 10 business days of the date on which the documents are issued via letters, memoranda, or emails.

R. Department Comments or Recommendations on CSB Operations or Performance

The Commissioner of the Department may communicate significant issues or concerns about the operations or performance of the CSB to the executive director and CSB board members for their consideration, and the Department agrees to collaborate as appropriate with the executive director and CSB board members as they respond formally to the Department about these issues or concerns.

The executive director and CSB board members shall consider significant issues or concerns raised by the Commissioner of the Department at any time about the operations or performance of the CSB and shall respond formally to the Department, collaborating with it as appropriate, about these issues or concerns.

15. Compliance and Remediation

The Department may utilize a variety of remedies, including requiring the CSB to enter into a performance improvement plan or corrective action plan, delaying payments, and reducing allocations or payments, to ensure CSB compliance with this performance contract. Specific remedies, described in Exhibit E of this contract, may be taken if the CSB fails to satisfy the reporting requirements in this contract.

- A. In accordance with subsection G of § 37.2-508 of the Code, or if a behavioral health authority, subsection G of § 37.2-608 of the Code, the CSB shall not be eligible to receive state-controlled funds for mental health, developmental, or substance abuse services after September 30 of each year unless:
 1. Its performance contract has been approved or renewed by the governing body of each city or county that established it and by the Department.
 2. It provides revenue, cost, and services data and information, and aggregate and individual data and information about individuals receiving services, notwithstanding the provisions of § 37.2-400 or any regulations adopted thereunder, to the Department in the format prescribed by the Department.
 3. It uses standardized cost accounting and financial management practices approved by the Department.
 4. The CSB is in substantial compliance with its performance contract or is making progress to come into substantial compliance through the Department's remediation process. In accordance with subsection E of § 37.2-508, or if a behavioral health authority, subsection E of § 37.2-608, of the Code, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in Section 14.C.3 below and after affording the CSB, or behavioral health authority, an adequate opportunity to use the appeal process described in Section 14.C.3.f.

B. Remediation Process

The parties shall attempt in good faith to promptly resolve any disputes regarding implementation of this performance contract, controversy or claims arising out of or relating to this performance contract, or CSB noncompliance with the terms of this performance contract identified by the Department during its contract compliance review and performance management efforts.

1. If the Department determines that the informal dispute resolution process is unsuccessful at addressing

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any CSB noncompliance with this performance contract or any Exhibit, the Department may use the following process to ensure CSB compliance:

- a. Describe the situation or condition, such as a pattern of failing to achieve a satisfactory level of performance on a significant number of major outcomes or performance measures in the contract, that if unresolved could result in substantial noncompliance.
 - b. Require the CSB to implement a performance improvement plan or corrective action plan with specific actions and timeframes approved by the Department to address the situation or condition; and
 - c. Include the performance measures that will document a satisfactory resolution of the situation or condition. If the CSB does not implement the performance improvement plan (PIP) or corrective action plan (CAP) successfully within the approved timeframes, the Department, as a condition of continuing to fund the CSB, may request changes in the management and operation of the CSB's services linked to those actions and measures to obtain acceptable performance. These changes may include realignment or re-distribution of state-controlled resources or restructuring the staffing or operations of those services. The Department shall review and approve any changes before their implementation. Any changes shall include mechanisms to monitor and evaluate their execution and effectiveness.
2. If the CSB determines the informal dispute resolution process is unsuccessful at addressing any CSB performance contract or any Exhibit, the CSB may use the following process:
- a. The dispute must be sent to the Office of Enterprise Management Services (OEMS) email address at performancecontractsupport@dbhds.virginia.gov with a detail description of the dispute.
 - b. The OEMS shall review and respond to the dispute within 15 calendar days of receipt of dispute.
 - c. If the CSB does not agree with the decision by the OEMS, they may request a review by the Department's Deputy Commissioner for Community Services or designee within 7 calendar days of receipt of the OEMS decision.
3. **Remediation After Failure to Substantially Comply:** If the Department determines that the CSB fails to substantially comply with the requirements of this performance contract, the following remediation process shall be used to allow the CSB an opportunity to come into compliance.
- a. The Department shall provide written notification to the CSB's board chairperson, executive director, and governing body of each city or county that established the CSB of the Department's determination that the CSB fails to substantially comply with this performance contract. The written notice shall describe in detail the factors leading to the determination of substantial noncompliance.
 - b. Within 15 calendar days of the CSB's receipt of notice of substantial noncompliance, the CSB shall submit a written notice to the Department's OEMS Director or designee, through the performancecontractsupport@dbhds.virginia.gov email address stating its desire to use the remediation process.
- If the CSB does not submit a notice requesting remediation during the designated timeframe, the Department shall move forward with its intended enforcement action in accordance with § 37.2-508 (withholding or reducing funds, repayment of funds, or termination of all or part of this performance contract) and notify the CSB board chairperson, executive director, and governing body of each city or county that established the CSB.
- c. If the CSB submits a request to remediate, OEMS shall, within 15 days after receipt of the CSB's remediation request, submit the justification for the Department's determination of substantial noncompliance and the CSB's remediation request to the Department's Deputy Commissioner for Community Services for review and approval to move forward with a CAP to address the substantial

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compliance issues with its contract.

- d. The OEMS shall work with the Deputy Commissioner for Community Services to develop the CAP that the CSB will implement to address the issue(s) identified in the Department's notice. The CAP shall include specific, measurable, attainable, reasonable, and time-specific actions the CSB must meet. The CAP shall include specific times at which the Department shall provide updates to the CSB and its chairperson regarding the CSB's progress toward coming into substantial compliance.
- e. If the CSB fails to comply with the CAP, the Department may move forward with its enforcement action due to the CSB's failure to come into substantial compliance and shall notify the CSB board chairperson, executive director, and governing body of each city or county that established the CSB of that decision.
- f. **Appeal of Enforcement Action:** The CSB may appeal the Department's enforcement action and shall use the appeal process outlined as follows:

- i. Within 15 days of receipt of the Department's notification in accordance with 14.C.3.e, that it is taking enforcement action, the CSB may provide a written request to use the appeal process. This written notice shall be submitted to the Department's OEMS Director or designee, through the performancecontractsupport@dbhds.virginia.gov email address stating its desire to use the appeal process.

If the CSB does not submit a notice requesting an appeal during the designated timeframe, the Department shall move forward with its enforcement action.

- ii. If the CSB submits a request to appeal, the OEMS Director or designee shall, within 15 days after the Department's receipt of the CSB's request to appeal, facilitate the following process:
 - a) Notify the CSB within seven days of receipt of the written notice that a panel will be appointed within 15 days to conduct a panel conference to consider the issues identified in the Department's notice.
 - b) Establish a panel of five (5) disinterested persons that shall be appointed to the panel conference. The panel members shall elect a chairman, and the chairman shall convene the panel.
 - c) Inform each panel member of the nature of the issues identified in the Department's notice. Each panel member shall sign a statement indicating that he has no interest in this matter. Any person with an interest in the underlying issues shall be relieved of panel responsibilities, and another person shall be selected as a panel member.
 - d) Schedule panel conference not more than 15 days after the appointment of the final panel member.
 - e) Contact the parties for a panel conference at a mutually convenient time, date, and place. Confirmation of the time, date, and place of the panel conference will be communicated to all parties at least seven days in advance of the panel conference by the OEMS.
 - f) Handle any multiple appeal notices independently and sequentially so that an initial appeal will not be delayed by a second appeal.
- iii. At the panel conference, the CSB shall present evidence first, followed by the Department. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party to obtain a clear understanding of the facts.
- iv. Subject to provisions of the Freedom of Information Act, the panel shall convene in closed

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session at the end of the hearing and shall issue written recommended findings of fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Department's Chief Deputy of Community Services and to the Commissioner or their designee(s) for the final decision.

The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (a) fraudulent, arbitrary, or capricious; (b) so grossly erroneous as to imply bad faith; (c) in the case of termination of the contract due to failure to perform, the criteria for performance measurement are found to be erroneous, arbitrary, or capricious; or (d) not within the CSB's purview.

- v. The Department shall send the final decision on the CSB's appeal by certified mail to the CSB board chairperson, executive director, and governing body of each city or county that established the CSB no later than 120 days after receipt of the CSB's written notice invoking the appeal process.
- vi. If the CSB's appeal is unsuccessful, the Department may take its intended enforcement action, including withholding or reducing funds, requiring repayment of funds, or terminating all or part of the CSB's performance contract as provided in § 37.2-508(C)(6)(c).
- vii. Upon terminating all or a portion of a performance contract pursuant to § 37.2-508(E), the Department, only after consulting with the governing body of each city or county that established the CSB that was a party to the performance contract, may negotiate a performance contract with another community services board, a behavioral health authority, or a private nonprofit or for-profit organization or organizations to obtain services that were the subject of the terminated performance contract in accordance with § 37.2-508(F).
- viii. The CSB may seek judicial review of a final decision to withhold or reducing funds, require repayment of funds, or terminate this contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

16. Liability

To the extent permitted by applicable law, The CSB shall defend or compromise, as appropriate, all claims, suits, actions, or proceedings arising from its performance of this contract. The CSB shall obtain and maintain sufficient liability insurance to cover claims for bodily injury and property damage and suitable administrative or directors' and officers' liability insurance. The CSB may discharge these responsibilities by means of a proper and sufficient self-insurance program operated by the state or a city or county government. The CSB shall provide a copy of any policy or program to the Department upon request. This contract is not intended to and does not create by implication or otherwise any basis for any claim or cause of action by a person or entity not a party to this contract arising out of any claimed violation of any provision of this contract, nor does it create any claim or right on behalf of any person to services or benefits from the CSB or the Department.

17. Severability

Each paragraph and provision of this contract is severable from the entire contract, and the remaining provisions shall nevertheless remain in full force and effect if any provision is declared invalid or unenforceable.

18. 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.

19. Signatures

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In witness thereof, the Department and the CSB have caused this performance contract to be executed by the following duly authorized officials.

**VIRGINIA DEPARTMENT OF BEHAVIORAL
HEALTH AND DEVELOPMENTAL SERVICES**

By: _____

Name: **Nelson Smith**

Title: Commissioner

Date: _____

Crossroads Community Services Board

By: _____

Name: **E. Harrison Jones**

Title: Chairperson

Date: _____

By: _____

Name: **Dr. Melba R. Moore**

Title: Executive Director

Date: _____

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20. Exhibit L: List of Acronyms			
Acronym	Name	Acronym	Name
ACE	Adverse Childhood Experiences	NCI	National Core Indicators
ACT Community Treatment (ACT) – Effective 7.1.2021	Assertive Community Treatment (ACT) – Effective July 1, 2021		
BAA	Business Associate Agreement (for HIPAA compliance)	NGRI	Not Guilty by Reason of Insanity
CARS	Community Automated Reporting System	OEMS	Office of Management Services
CCS	Community Consumer Submission -sunset effective July 1, 2025	PACT	Program of Assertive Community Treatment– Retired as of 7.1.2021, See Assertive Community Treatment (ACT)
CFR	Code of Federal Regulations	PATH	Projects for Assistance in Transition from Homelessness
CIT	Crisis Intervention Team	PHI	Protected Health Information
CPMT	Community Policy and Management Team (CSA)	PII	Personally Identifiable Information
CQI	Continuous Quality Improvement	PSH	Permanent Supportive Housing
CRC	Community Resource Consultant (DD Waivers)	QSR	Quality Service Reviews
CSA	Children’s Services Act (§ 2.2- 5200 et seq. of the Code)	RCSU	Residential Crisis Stabilization Unit
CSB	Community Services Board	RDAP	Regional Discharge Assistance Program
DAP	Discharge Assistance Program	REACH	Regional Education Assessment Crisis Services Habilitation
DBHDS	Department	RFP	Request for Proposal
DD	Developmental Disabilities	RMG	Regional Management Group
Department	Department of Behavioral Health and Developmental Services	RST	Regional Support Team (DD Waivers)

**AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Crossroads Community Services Board
Contract No. P1636.757.3**

DMAS	Department of Medical Assistance Services (Medicaid)	RUMCT	Regional Utilization Management and Consultation Team
DOJ	Department of Justice (U.S.)	SABG	Federal Substance Abuse Block Grant
EBL	Extraordinary Barriers to Discharge List	SDA	Same Day Access
EHR	Electronic Health Record	SFTP	Secure File Transfer Protocol
FTE	Full Time Equivalent	SPF	Strategic Prevention Framework
HIPAA	Health Insurance Portability and Accountability Act of 1996	TDO	Temporary Detention Order
ICC	Intensive Care Coordination (CSA)	VACSB	Virginia Association of Community Services Boards
ICF	Intermediate Care Facility	VIDES	Virginia Individual DD Eligibility Survey
IDAPP	Individualized Discharge Assistance Program Plan	WaMS	Waiver Management System (DD Waivers)
LIPOS	Local Inpatient Purchase of Services	SPQM	Service Process Quality Management

Crossroads Community Services Board

FY 26-27 Performance Contract

July 2, 2025

I, County Administrator _____ for
_____ County,
have reviewed and approve of the FY 26-27 Performance Contract which
Crossroads Community Services Board will implement.

I, County Administrator _____ for
_____ County,
Have reviewed and do not approve of the FY 26-27 Performance Contract
which Crossroads Community Services Board will implement.

Signature

Date



**Board of Supervisors
Agenda Summary**

Meeting Date: July 8, 2025
Item #: 22
Department: County Administration
Staff Contact: Douglas P. Stanley
Agenda Item: Upcoming Meetings & Events

Summary: Please see the listing of upcoming meetings hosted by the Virginia Association of County and let Karin Everhart know if you plan to attend.

Attachment: VACo County Officials' Summit
Thursday, August 14, 2025
Omni Richmond

VACo Annual Conference
November 8/9 – 11, 2025
Omni Homestead

Motion _____
Second _____

Cooper-Jones _____
Emert _____

Gilliam _____
Jenkins _____
Jones _____

Pride _____
Townsend _____
Watson _____



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Commonwealth's Counties

(<https://www.vaco.org>)



County Officials' Summit



([https://www.vaco.org/wp-](https://www.vaco.org/wp-content/uploads/2025/05/CountyOfficialsSummitLogo25.png)

[content/uploads/2025/05/CountyOfficialsSummitLogo25.png](https://www.vaco.org/wp-content/uploads/2025/05/CountyOfficialsSummitLogo25.png))

2025 VACo County Officials' Summit

Thursday, August 14, 2025 | Omni Richmond Hotel
(<https://www.omnihotels.com/hotels/richmond>)

With state elections around the corner – the VACo County Officials' Summit hopes to feature candidates for statewide offices. The Summit also provides political banter that entertains and leaves attendees thinking. In fact, a statewide podcast once called the Summit, “Nerdy Fun.”

Join us this year for some more “Nerdy Fun” as we convene for the County Officials' Summit on Thursday, August 14. We look forward to having a great Summit!

REGISTER TODAY!
(<https://vaco.engagifii.com/pages/home>)



The Voice of the
Commonwealth's Counties

(<https://www.vaco.org>)



Annual Conference



(<https://www.vaco.org/wp->

<content/uploads/2025/06/BuildingCommunityThroughCountyLeadershipLogo25CDarkBlue.png>)

VACo 91st Annual Conference

November 8 – 11, 2025

The Omni Homestead | Bath County

We cannot wait to pack the van for the 2025 Annual Conference! The best thing about every Annual Conference is the opportunity to come together in the best interest of counties and communities. This is a time we value greatly!

Contact Karie Walker for sponsorship and exhibitor information – kwalker@vaco.org
(<mailto:kwalker@vaco.org>).

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**Board of Supervisors
Agenda Summary**

Meeting Date: July 8, 2025
Item #: 23
Department: County Administration
Staff Contact: Douglas P. Stanley / Sarah Elam Puckett
Agenda Item: Monthly Reports

SUMMARY:

Please see attachments.

COST:

ATTACHMENTS:

- a. Animal Control

RECOMMENDATION: None.

SAMPLE MOTION:

Motion _____
Second _____

Cooper-Jones _____
Emert _____

Gilliam _____
Jenkins _____
Jones _____

Pride _____
Townsend _____
Watson _____



Animal Control Monthly Report

"June 2025"

Dogs

Surrendered	11
Picked Up	20
Claimed By Owner	6
Adopted	4
Transferred In State	19
Euthanized	1
Injured / Euth.	0
Transferred to Rescue	20
Seized	0
Bite Case	0
Other	0

Fees Collected \$245

Cats

Surrendered	0
Picked Up	1
Claimed By Owner	0
Adopted	0
Transferred	0
Euth - Injury	1
Euthanized	0
Died in Kennel	0
Transferred to SPCA	0
Dead on Arrival	0
Bite case	0

Fees Collected \$0.00

Bill the Town of Farmville

1 Animals house

Total Billed: \$75.00

Wildlife

Handled	1
Euthanized	1
Rabies Case	0
Injured/Euth	0

Livestock

Returned to Owner	0
Sold at Market	0
Adopted	1

Fees Collected \$0.00

Other Companion Animals

Returned to Owner	0
Surrendered	0
Transferred	0
Adopted	0

Miles Driven 4,352

Days at or above capacity 30

Number of Calls to Shelter 270

Summons Issued 6

Warrants Served 0

Days in Court 1

Nuisance Dogs 1

Dangerous Dogs 0

Calls After Hours/Comp Time 25.5

Dogs Brought in by Farmville PD 0

Total Fees Collected \$245.00

Donations \$0.00

Total Fees Collected and Billed \$320.00

Adam Mumma, Chief Animal Control Officer

Ariel Witmer, Deputy Animal Control Officer

Caitlyn Moore, Deputy Animal Control Officer

Notes: Richmond Animal League Charlotteville SPCA House of Hope

Richmond SPCA Sothside SPCA Lonely Hearts Animal Rescue