FAIRFAX COUNTY
BOARD OF SUPERVISORS
August 26, 2025

AGENDA

9:30	**Done**	Presentations
9:30	**Done**	Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
10:00	**Done**	Matters Presented by Board Members
10:00	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Authorization to Advertise a Public Hearing on the County and Schools' FY 2025 Carryover Review to Amend the Appropriation Level in the FY 2026 Revised Budget Plan
2	**Approved**	Authorization to Advertise a Public Hearing to Convey Certain Land Rights in Board-Owned Property to the City of Fairfax for the Blenheim Boulevard Multimodal Improvements Project
3	**Approved**	Authorization to Advertise a Public Hearing to Lease County-Owned Property at 9517 Workhouse Way to DrinkLocal LLC (Mount Vernon District)
4	**Approved**	Authorization to Advertise a Public Hearing to Expand Parking Restrictions on Boone Boulevard (Providence District)
5	**Approved**	Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Dead Run at Georgetown Pike Stream Restoration Project (Dranesville District)
6	**Approved**	Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Pimmit Run at George C. Marshall High School Stream Restoration Project (Providence District)
7	**Approved**	Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Schneider Branch Segment 2 at Lee Road Stream Restoration Project (Sully District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
August 26, 2025

ADMINISTRATIVE ITEMS (continued)

8	**Approved**	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Newington Road (Mount Vernon District)
9	**Approved**	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Fairchild Drive (Franconia District)
10	**Approved**	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Fairmont Street and Strathmeade Street (Providence District)
11	**Approved**	Approval of "Watch for Children" Signs as Part of the Residential Traffic Administration Program – Fort Drive and Woodmont Road (Mount Vernon District)
12	**Approved**	Approval of a "Watch for Children" Sign as Part of the Residential Traffic Administration Program – Powell Lane (Mason District)
13	**Approved**	Approval of Cut-Through Restrictions as Part of the Residential Traffic Administration Program – Dead Run Drive and Carper Street (Dranesville District)
14	**Approved**	Approval of a Revised Letter Agreement Between the Fairfax County Department of Transportation and the Fairfax County Park Authority for the Construction of the I-66 Trail at Random Hills (Braddock District)
15	**Approved**	Approval of Supplemental Appropriation Resolution AS 26035 for the Fairfax County Department of Transportation to Accept Grant Funding and Authorization to Execute a Grant Agreement with the U.S. Department of Transportation Federal Highway Administration for the Implementation of the Complete Streets Design and Slow Streets Pilot Program
16	**Approved**	Additional Time to Establish Use or Commence Construction for Special Exception SE-2016-HM-007, Scimores Academy (Hunter Mill District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
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ADMINISTRATIVE ITEMS (continued)

17	**Approved**	Additional Time to Establish Use or Commence Construction for Special Exception SE-2022-PR-00001, Petroleum Marketing Group, Inc. (Providence District)
18	**Approved**	Additional Time to Establish Use or Commence Construction for Special Exception Amendment SEA-94-Y-023, Pohanka Virginia Properties, LLC (Sully District)
19	**Approved**	Additional Time to Establish Use or Commence Construction for Special Exception SE-2017-BR-023, Daniel and Matthew Investments LP (Braddock District)
20	**Approved**	Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the Virginia Department of Social Services for the Virginia Kinship Navigator Program
21	**Approved**	Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the United States Department of Health and Human Services, Administration for Children and Families, Office of Family Assistance to Support Activities that Promote Responsible Fatherhood

ACTION ITEMS

1	**Approved**	Approval of the FY 2026 and FY 2027 Community Services Performance Contract Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services and to Accept FY 2026 Funding
2	**Approved**	Approval to Establish the Sleepy Hollow and Columbia Pike Residential Cut-Through Permit Zones (Mason District)
3	**Approved**	Endorsement of Design Plans for the Braddock Road Multimodal Improvements Project (Braddock and Mason Districts)

CLOSED SESSION

Held	Closed Session

FAIRFAX COUNTY
BOARD OF SUPERVISORS
August 26, 2025

	PUBLIC HEARINGS	
3:30	**Deferred to 09/30/2025 at 3:30 p.m.**	Public Hearing on PCA 2016-HM-035-03/CDPA 2016-HM-035-03 (RZPA 2024-HM-00052) (Comstock Reston Station Holdings, LC) (Hunter Mill District)
3:30	**Approved**	Public Hearing on PCA 2016-HM-024 (RZPA 2025-HM-00001) (CRS MIDLINE I, LC) (Hunter Mill District)
3:30	**Approved**	Public Hearing on Proposed Plan Amendment 2024-I-1J (7426 Idylwood Road), (Providence District) (Concurrent with RZ 2019-PR-008)
3:30	**Approved**	Public Hearing on RZ 2019-PR-008 (SPLC Homes Associates LLC) to Rezone from the R-1 (Residential, One Dwelling Unit Per Acre) and Highway Corridor Overlay Districts (HC) to the PDH-8 (Planned Development Housing, 8 Dwelling Units Per Acre) and HC Districts. The Proposed Rezoning Would Permit the Development of up to 71 Single Family Attached Units with An Existing Religious Assembly with Child Care Center (Concurrent with Plan Amendment 2024-I-1J)
4:00	**Approved**	Public Hearing to Consider an Ordinance Expanding the Oakton Residential Permit Parking District, District 19 (Providence District)
4:00	**Held**	Public Comment

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
August 26, 2025

9:30 a.m.

PRESENTATIONS

RESOLUTIONS — To recognize and honor the Fairfax County Public Schools 25 spring sports team and individual champions.

STAFF:
Tony Castrilli, Director, Office of Public Affairs
Jeremy Lasich, Office of Public Affairs
Imtiaz Ali, Office of Public Affairs

Board Agenda Item
August 26, 2025

9:30 a.m.

Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups

ENCLOSED DOCUMENTS:
Attachment 1: Appointments to be heard August 26, 2025

STAFF:
Jill G. Cooper, Clerk for the Board of Supervisors

FINAL COPY

APPOINTMENTS TO BE HEARD AUGUST 26, 2025
(ENCOMPASSING VACANCIES PROJECTED THROUGH AUGUST 31, 2025)
(Unless otherwise noted, members are eligible for reappointment)

A. HEATH ONTHANK MEMORIAL AWARD SELECTION COMMITTEE (1-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Clifford L. Fields; appointed 2/09-1/20 by Bulova) Term exp. 1/21 *Resigned*	At-Large Chairman's Representative		McKay	At-Large Chairman's
Kerrie Wilson (Appointed 2/24 by Bierman) Term exp. 1/25	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Philip Rosenthal; appointed 1/92-1/25 by Herrity) Term exp. 1/26 *Deceased*	Springfield District Representative		Herrity	Springfield

ADVISORY SOCIAL SERVICES BOARD
(4-year terms – limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ben Zuhl; appointed 12/21 by Foust) Term exp. 9/25 *Resigned*	Dranesville District Representative		Bierman	Dranesville

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13-6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 5/06 by Connolly) Term exp. 5/10 *Resigned*	Lending Institution Representative		By Any Supervisor	At-Large
Francis C. Steinbauer (Appointed 8/02-5/18 by Hudgins) Term exp. 5/22	Non-Profit Housing Representative		By Any Supervisor	At-Large

AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Sarah Selvaraj-Dsouza; appointed 7/24 by Alcorn) Term exp. 6/26 *Resigned*	Hunter Mill District Representative	**Gerald Poje**	Alcorn	Hunter Mill
Jeremy Allen (Appointed 6/23 by Gross) Term exp. 6/25	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Keary Kincannon; appointed 6/23 by Storck) Term exp. 6/25 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

CONFIRMATION NEEDED:

- Ms. Barbara Broman as the Human Services Council Representative

ALCOHOL SAFETY ACTION PROGRAM LOCAL POLICY BOARD (ASAP) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Ronald Boggio (Appointed 5/22 by McKay) Term exp. 10/23	At-Large #1 Representative		By Any Supervisor	At-Large
Grant J. Nelson (Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #2 Representative		By Any Supervisor	At-Large
Darren Dickens (Appointed 11/96-5/01 by Hanley; 6/04-10/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Linda Perlstein; appointed 11/22 by Alcorn) Term exp. 10/25 *Resigned*	At-Large #6 Representative		By Any Supervisor	At-Large

ARCHITECTURAL REVIEW BOARD (3-year terms)

NOTE: Members shall be appointed by the Board as follows: At least two (2) members shall be certified architects; one member shall be a landscape architect authorized to practice in Virginia; one member shall be a lawyer with membership in the Virginia Bar; six (6) members shall be drawn from the ranks of related professional groups such as archaeologists, historians, lawyers, and real estate brokers.

Incumbent History	Requirement	Nominee	Supervisor	District
Kaye Orr (Appointed 6/18-9/21 by Gross) Term exp. 9/24	Related Professional Group #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Ali Akbar Sohanghpurwala; appointed 9/23 by Smith) Term exp. 9/24 *Resigned*	Related Professional Group #2 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Marc Fernandes; appointed 10/20-1/22 by McKay) Term exp. 12/23 *Resigned*	Diversity-At-Large Principal Representative		By Any Supervisor	At-Large
Ian Harper (Appointed 10/23 by Foust) Term exp. 3/25	Dranesville District Principal Representative		Bierman	Dranesville

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ATHLETIC COUNCIL (2-year terms)
Continued from previous page

Incumbent History	Requirement	Nominee	Supervisor	District
Brian Luwis (Appointed 7/19-6/21 by Foust) Term exp. 3/23	Dranesville District Alternate Representative		Bierman	Dranesville
Scott Anderson (Appointed 1/24 by Jimenez) Term exp. 6/25	Mason District Principal Representative	**Scott Anderson**	Jimenez	Mason
VACANT (Formerly held by Thomas Fitzpatrick; appointed 3/24 by Storck) Term exp. 3/25 *Resigned*	Mount Vernon District Alternate Representative		Storck	Mount Vernon
VACANT (Formerly held by Hillary Richardson; appointed 9/20-6/22 by Alcorn) Term exp. 6/24 *Resigned*	Women's Sports Alternate Representative		By Any Supervisor	At-Large

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ken Balbuena; appointed 7/20-8/22 by McKay) Term exp. 6/23 *Resigned*	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19 by Foust) Term exp. 6/21 *Resigned*	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Nancy Hall; appointed 6/24 by Jimenez) Term exp. 6/25 *Resigned*	Mason District Representative		Jimenez	Mason
VACANT (Formerly held by Diana Maria Rhodes; appointed 7/23-6/24 by Smith) Term exp. 6/25 *Resigned*	Sully District Representative		Smith	Sully

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)
NOTE: No official, technical assistant, inspector or other employee of the Department of Public Works and Environmental Services, Department of Planning and Development, or Fire and Rescue Department shall serve as a member on this Board.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Amado Fernandez; appointed 6/16-2/23 by Smith) Term exp. 2/27 *Resigned*	Alternate #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Michael Sanio; appointed 2/23 by Alcorn) Term exp. 2/27 *Resigned*	Alternate #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by John Bradley; appointed 7/23 by McKay) Term exp. 2/25 *Resigned*	Design Professional #1 Representative	**William Michell** (McKay)	By Any Supervisor	At-Large
VACANT (Formerly held by Daren Shumate; appointed 2/16-7/20 by Gross) Term exp. 2/24 *Resigned*	Design Professional #5 Representative		By Any Supervisor	At-Large

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS (BOE) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Robert Mansker; appointed 9/06-10/22 by Gross) Term exp. 12/24 *Resigned*	At-Large #3 Representative		By Any Supervisor	At-Large

CATHY HUDGINS COMMUNITY CENTER ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Darlena Ricks; appointed 6/20-3/22 by Alcorn) Term exp. 4/24 *Resigned*	Fairfax County #3 Representative	**Bavi Sadayappan** (Alcorn)	By Any Supervisor	At-Large
VACANT (Formerly held by Nahom Sewenet; appointed 10/22 by Alcorn) Term exp. 4/23 *Resigned*	Fairfax County #9 (Youth) Representative	**Sonja D'Souza** (Alcorn)	By Any Supervisor	At-Large

CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS
(2-year terms - limited to 3 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Anna Fay Dixon; appointed 12/21-9/24 by Lusk) Term exp. 9/26 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large

CHESAPEAKE BAY PRESERVATION ORDINANCE
EXCEPTION REVIEW COMMITTEE (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Anne Kanter; appointed 9/11-10/18 by Bulova) Term exp. 9/23 *Resigned*	At-Large #1 Representative		McKay	At-Large Chairman's
VACANT (Formerly held by David W. Schnare; appointed 11/10-9/23 by Herrity) Term exp. 9/27 *Resigned*	Springfield District Representative		Herrity	Springfield

CHILD CARE ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Sangeeta Sarkar; appointed 2/24-2/25 by Smith) Term exp. 2/27 *Resigned*	Sully District Representative		Smith	Sully

CIVIL SERVICE COMMISSION (2-year terms)

NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a minority group.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Deborah Woolen; appointed 12/20-9/23 by Lusk) Term exp. 12/24 *Resigned*	At-Large #2 Representative		By Any Supervisor	At-Large
Jason Fong (Appointed 1/20-12/21 by McKay) Term exp. 12/23	At-Large #4 Representative		By Any Supervisor	At-Large
Thomas Garnett (Appointed 1/20-3/22 by Lusk) Term exp. 12/23	At-Large #6 Representative		By Any Supervisor	At-Large
Patrick Morrison (Appointed 2/20-11/21 by McKay) Term exp. 12/23	At-Large #7 Representative		By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Dana Hines; appointed 5/24 by McKay) Term exp. 10/27 *Resigned*	At-Large Minority Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Donielle Scherff; appointed 1/25 by Bierman) Term exp. 10/27 *Resigned*	Dranesville District Representative	**Aishani Srivastava**	Bierman	Dranesville
VACANT (Formerly held by Pamela Montesinos; appointed 10/22 by Smith) Term exp. 10/25 *Resigned*	Sully District Representative		Smith	Sully

COMMISSION ON AGING (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Irvin Katz; appointed 6/24 by Jimenez) Term exp. 5/26 *Resigned*	Mason District Representative	**Patricia Humphlett**	Jimenez	Mason

COMMUNITY ACTION ADVISORY BOARD (CAAB) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Yosias Zelalem; appointed 3/24 by Jimenez) Term exp. 2/26 *Resigned*	Mason District Representative	**John M. Forrest**	Jimenez	Mason
VACANT (Formerly held by Philip Rosenthal; appointed 1/01-3/24 by Herrity) Term exp. 2/27 *Deceased*	Springfield District Representative		Herrity	Springfield
Kevin Hickerson (Appointed 3/22 by Smith) Term exp. 2/25	Sully District Representative		Smith	Sully

CONSUMER PROTECTION COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jacqueline G. Rosier (Appointed 10/22 by McKay) Term exp. 7/25	Fairfax County Resident #1 Representative		By Any Supervisor	At-Large
Dennis Kirk (Appointed 6/98-8/22 by Gross) Term exp. 7/25	Fairfax County Resident #4 Representative		By Any Supervisor	At-Large

COORDINATING COUNCIL ON AGING AND ADULTS WITH DISABILITIES (CCAAD) (2-year terms)

CONFIRMATION NEEDED:

- Ms. Grace Francis as the City of Fairfax Representative

CONTINUUM OF CARE BOARD (CoC) (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	Dranesville District Representative		Bierman	Dranesville
Ruth Pearson (Appointed 9/23 by Smith) Term exp. 6/25	Sully District Representative		Smith	Sully

CONFIRMATION NEEDED:

- Ms. Cathy Benn as the Second Story (CoC) Representative
- Ms. Melanie Fenwick as the Department of Family Services Representative

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Herbert Kemp (Appointed 12/21 by Foust) Term exp. 11/24	Dranesville District Representative		Bierman	Dranesville
Ricardo E. Coleman (Appointed 9/16-3/21 by Gross) Term exp. 3/24	Mason District Representative		Jimenez	Mason
Geoffrey Cherrington (Appointed 9/23 by Storck) Term exp. 8/25	Mount Vernon District Representative	**Geoffrey Cherrington**	Storck	Mount Vernon

DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT ADVISORY BOARD, PHASE I (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Michael J. Cooper; appointed 3/04-7/18 by Smyth) Term exp. 3/22 *Resigned*	At-Large #6 Representative		By Any Supervisor	At-Large

DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT ADVISORY BOARD, PHASE II (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Richard Fernicola (Appointed 1/22 by McKay) Term exp. 1/24	BOS At-Large #6 Representative		By Any Supervisor	At-Large

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 5/18 by Bulova) Term exp. 3/21 *Resigned*	Citizen #4 Representative		By Any Supervisor	At-Large

CONFIRMATION NEEDED:

- Mr. Kevin Nelson as the Virginia Department of Transportation Representative

FAIRFAX AREA DISABILITY SERVICES BOARD
(3-year terms - limited to 2 full terms)

NOTE: Members may be reappointed after being off the Board for three years. State Code requires that the membership in the local disabilities board include at least 30 percent representation by individuals who have physical, visual, or hearing disabilities or their family members. For this 15-member board, the minimum number for this representation would be five members.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Courtney Cezair Mayers; appointed 6/21 by Foust) Term exp. 11/24 *Resigned*	Dranesville District Representative		Bierman	Dranesville
Deborah K. Hammer (Appointed 3/16-1/20 by Storck) Term exp. 11/22 ***Not eligible for reappointment***	Mount Vernon District Representative		Storck	Mount Vernon
Michael Ritter (Appointed 6/22 by Herrity) Term exp. 11/24	Springfield District Representative		Herrity	Springfield

FAIRFAX COUNTY EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Samuel R. Coleman (Appointed 3/25 by Smith) Term exp. 8/25	At-Large #1 Representative	**Samuel R. Coleman** (Smith)	By Any Supervisor	At-Large

FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
(3-year terms – limited to 3 full terms)

NOTE: In accordance with *Virginia Code* Section 37.2-501, "prior to making appointments, the governing body shall disclose the names of those persons being considered for appointment." Members can be reappointed after 1 year break from initial 3 full terms, VA Code 37.2-502.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Ann Whipple; appointed 2/20-6/22 by McKay) Term exp. 6/25 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Sheila Jonas; appointed 6/22 by Gross) Term exp 6/25 ***Not eligible for reappointment***	Mason District Representative	**Jesper Sullivan den Bergh** *(Will be appointed on September 30, 2025)*	Jimenez	Mason

HEALTH CARE ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Kelly Green Kahn (Appointed 12/21 by Foust) Term exp. 6/25	Dranesville District Representative		Bierman	Dranesville
Shikha Dixit (Appointed 6/21 by Storck) Term exp. 6/25	Mount Vernon District Representative		Storck	Mount Vernon

HEALTH SYSTEMS AGENCY BOARD (3-year terms - limited to 2 full terms)
NOTE: Members may be reappointed after a 1 year break

Incumbent History	Requirement	Nominee	Supervisor	District
Lydia Lawrence (Appointed 2/22 by Foust) Term exp. 6/24	Consumer #5 Representative		By Any Supervisor	At-Large
Bridget M. Jennison (Appointed 5/22 by Walkinshaw) Term exp. 6/24	Provider #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Magalie Emile-Backer; appointed 1/19-6/21 by Storck) Term exp. 6/24 ***Not eligible for reappointment*** *Resigned*	Provider #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/25 *Resigned*	Provider #4 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3-year terms)
NOTE: The Commission shall include at least one member who is a resident from each District.

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Joseph Imamura; appointed 7/23 by McKay) Term exp. 12/24 *Resigned*	Architect Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Carmen Powell; appointed 9/23 by Foust) Term exp. 6/24 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Steve Sherman; appointed 9/21 by Lusk) Term exp. 12/23 *Resigned*	Citizen #9 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Esther McCullough; appointed 1/22 by Bulova) Term exp. 12/24 *Resigned*	Citizen #10 Representative	**Philip Wilkerson** (McKay)	By Any Supervisor	At-Large
VACANT (Formerly held by Lynne Garvey-Hodge; appointed 12/21 by Gross) Term exp. 12/24 *Resigned*	Historian #1 Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Jimez Ashby (Appointed 5/22 by McKay) Term exp. 9/24	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Emanuel Solon; appointed 9/95-7/01 by Connolly; 9/04-9/19 by Smyth) Term exp. 9/22 *Resigned*	At-Large #5 Representative		By Any Supervisor	At-Large
Meena Bhinge (Appointed 9/21 Walkinshaw) Term exp. 9/24	At-Large #10 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Glenda Blake; appointed 2/24 by Alcorn) Term exp. 9/26 *Resigned*	At-Large #12 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Gerald Poje; appointed 9/20-7/24 by Alcorn) Term exp. 7/28 *Resigned*	Hunter Mill District #2 Representative	**Dee Dee Carter**	Alcorn	Hunter Mill
Nancy Hall (Appointed 2/25 by Jimenez) Term exp. 7/25	Mason District #2 Representative		Jimenez	Mason
Anthony Santelises (Appointed 7/24 by Palchik) Term exp. 7/25	Providence District #1 Representative		Palchik	Providence
VACANT (Formerly held by William Kogler; appointed 10/20 by Herrity) Term exp. 9/24 *Resigned*	Springfield District #1 Representative	**Michael Redlich**	Herrity	Springfield
VACANT (Formerly held by Edward Yost appointed 3/23 by Smith) Term exp. 7/27 *Resigned*	Sully District #2 Representative		Smith	Sully

INDUSTRIAL DEVELOPMENT AUTHORITY (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Christopher Glaser; appointed 11/21 by Alcorn) Term exp. 10/25 *Resigned*	At-Large #4 Representative		By Any Supervisor	At-Large

INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC) (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Edward Blum; appointed 12/20-1/24 by Palchik) Term exp. 12/26 *Resigned*	Providence District Representative		Palchik	Providence

JUVENILE AND DOMESTIC RELATIONS COURT CITIZENS ADVISORY COUNCIL (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Crystopher Herrera (Appointed 2/22 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville
Sean Wright (Appointed 1/20-2/22 by Palchik) Term exp. 1/24	Providence District Representative		Palchik	Providence

LIBRARY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Sujatha Hampton (Appointed 7/21 by Foust) Term exp. 7/25	Dranesville District Representative		Bierman	Dranesville
Frances Millhouser (Appointed 4/15-7/21 by Gross) Term exp. 7/25	Mason District Representative	**Frances Millhouser**	Jimenez	Mason
VACANT (Formerly held by Philip Rosenthal; appointed 1/18-7/25 by Herrity) Term exp. 6/29 *Deceased*	Springfield District Representative		Herrity	Springfield

POLICE CIVILIAN REVIEW PANEL (3-year terms- limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Michael Lau (Appointed 1/23 by McKay) Term exp. 2/25	Seat #8 Representative		By Any Supervisor	At-Large

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Brendan D. Harold (Appointed 5/05-11/14 by Hyland; 12/18 by Storck) Term exp. 12/22	Citizen At-Large #2 Representative		By Any Supervisor	At-Large

RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (4-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Angela E. Roberts; appointed 9/21 by Alcorn) Term exp. 9/25 *Resigned*	Apartment or Rental Owner Associations Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Margaret Parker; appointed 10/1 by Alcorn) Term exp. 9/25 *Resigned*	Commercial or Retail Ownership #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Karen Mantyla; appointed 6/21 by Alcorn) *Resigned*	Residential Owners and HOA/Civic Association #2 Representative		By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Tracey Wood; appointed 12/21 by McKay) Term 12/24 *Resigned*	At-Large #3 Representative		By Any Supervisor	At-Large
Khalid Mekki (Appointed 2/24 by Jimenez) Term exp. 12/24	Mason District Representative	**Khalid Mekki**	Jimenez	Mason
Luis Lopez Stipes (Appointed 1/25 by Storck) Term exp. 12/26 *Resigned*	Mount Vernon District Representative		Storck	Mount Vernon

TRAILS, SIDEWALKS AND BIKEWAYS COMMITTEE (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by James Albright; appointed 2/24 by Jimenez) Term exp. 1/26 *Resigned*	Mason District Representative	**Henry Leonard Bankester**	Jimenez	Mason

TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD (2-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Linda Colbert (Appointed 5/23 by McKay) Term exp. 2/25	Adjacent Community Member #1 Representative	**Linda Colbert** (McKay)	By Any Supervisor	At-Large
Cory Scott (Appointed 2/23 by Palchik) Term exp. 2/25	Commercial or Retail Ownership #2 Representative	**Cory Scott** (Palchik)	By Any Supervisor	At-Large

WETLANDS BOARD (5-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kimberly Larkin; appointed 12/22 by Storck) Term exp. 12/27 *Resigned*	At-Large #1 Representative		By Any Supervisor	At-Large

YOUNG ADULTS ADVISORY COMMITTEE (2-year terms - limited to 2 full terms)

Incumbent History	Requirement	Nominee	Supervisor	District
Eddy Sandoval (Appointed 9/21 by Smith) Term exp. 1/24	Sully District Representative		Smith	Sully

NEW BOARD

COUNCIL FOR ECONOMIC OPPORTUNITY (CEO)
(3-year terms - limited to 2 full terms for Voting Members)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	At-Large #11 Representative		Confirmed by the Board	Confirmation
NEW POSITION	At-Large #12 Representative		Confirmed by the Board	Confirmation

VETERANS AND MILITARY FAMILIES COMMISSION (3-year terms)

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	Department of Housing and Community Development Representative		Confirmed by the Board	Confirmation

CONFIRMATION NEEDED:

- Ms. Katie Server as the Fairfax County Public Schools Representative
- Mr. Sean Read as the Office to Prevent and End Homelessness Representative

Board Agenda Item
August 26, 2025

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
August 26, 2025

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
August 26, 2025

ADMINISTRATIVE - 1

Authorization to Advertise a Public Hearing on the County and Schools' FY 2025 Carryover Review to Amend the Appropriation Level in the FY 2026 Revised Budget Plan

ISSUE:
Board approval of an advertisement for a public hearing to increase the FY 2026 appropriation level. The advertisement encompasses both the County and the Schools' *FY 2025 Carryover Reviews. Section 15.2-2507 of the Code of Virginia* requires that a public hearing be held prior to Board action to amend the current appropriation level.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to publish the advertisement for a public hearing to be held on September 30, 2025, at 10:30 a.m.

TIMING:
Board Action is requested on August 26, 2025.

BACKGROUND:
As the *FY 2025 Carryover Review* includes proposed increases in appropriation greater than one percent of total expenditures, a public hearing is required prior to Board action. In addition, the *Code of Virginia* requires that a synopsis of the proposed changes be included in the advertisement for a public hearing.

The School Board funding adjustments included in the advertisement are based on staff's recommendations to the School Board, which were presented to the School Board on July 10, 2025, with action expected to be taken by the School Board on August 28, 2025. Any changes by the School Board to staff recommendations made at this time will be incorporated into the Carryover advertisement for the public hearing on September 30, 2025.

Board Agenda Item
August 26, 2025

ENCLOSED DOCUMENTS:
These attachments are available online and were transmitted to the Board on Monday, August 4, 2025:
https://www.fairfaxcounty.gov/budget/fy-2025-carryover-budget-package.

Attachment A – Proposed advertisement for public hearing
Attachment B – Memorandum to the Board of Supervisors dated August 4, 2025, from Bryan J. Hill, County Executive, with attachments, transmitting the County's *FY 2025 Carryover Review* with appropriation resolutions
Attachment C – Fairfax County School Recommended FY 2025 Final Budget Review and Appropriation Resolutions

STAFF:
Bryan Hill, County Executive
Christina Jackson, Deputy County Executive/Chief Financial Officer
Philip Hagen, Director, Department of Management and Budget (DMB)
Katie Horstman, Deputy Director, DMB
Joseph LaHait, Deputy Director, DMB

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 2

Authorization to Advertise a Public Hearing to Convey Certain Land Rights in Board-Owned Property to the City of Fairfax for the Blenheim Boulevard Multimodal Improvements Project

ISSUE:
Authorization to advertise a public hearing to convey a portion of County-owned property to the City of Fairfax (City) for the Blenheim Boulevard Multimodal Improvements Project (Blenheim Project).

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to publish the advertisement of a public hearing to be held on September 30, 2025, at 4:00 p.m.

TIMING:
Board action is requested for August 26, 2025, to provide sufficient time to advertise the proposed public hearing on September 30, 2025, at 4:00 p.m.

BACKGROUND:
The Board of Supervisors is the owner of a 2.4-acre parcel of land located at 3750 Blenheim Boulevard identified as City Tax Parcel No. 57 2 02 172 (Property). The Property is improved with the Joseph Willard Health Center, a licensed County medical facility which provides immunizations, health screenings, and laboratory testing services to approximately 15,000 individuals per year (Willard Center). To the north of the Property lies the Stacy C. Sherwood Community Center, a recreational facility and event venue owned and operated by the City (Sherwood Center).

The City is in the process of acquiring land for the Blenheim Project, which involves the reconstruction of Blenheim Boulevard to include sidewalks on both sides of the roadway, a two-way cycle track on the north side, and upgraded bus stops and shelters throughout the project area. To accommodate the new cycle track which will be buffered with landscaping medians from the road itself, the City needs the County to convey from the Property two small strips of land in fee simple totaling 2,050 square feet and to dedicate a temporary construction easement consisting of 8,962 square feet.

Around the same time the Blenheim Project is scheduled to go to construction, the County will be embarking on the initial site work for the Willard-Sherwood Redevelopment Project. This joint initiative of the City and the County will consolidate the Willard Center and the Sherwood Center into a 100,000 square foot health and community center. To ensure that there are no overlapping construction activities occurring on the Property, the City and the County are finalizing an agreement that will establish a protocol that will coordinate the phasing of the Blenheim Project and the Redevelopment Project.

Given the enhanced access the Blenheim Project will provide to the Property, the County supports donating the needed property rights to the City in lieu of requiring minor compensation for the dedications of the right-of-way.

Because *Virginia Code Ann. § 15.2-1800* requires a locality to hold a public hearing before it may dispose of any real property, staff recommends that the Board authorize staff to advertise a public hearing to convey the land rights to the City.

EQUITY IMPACT:
The donation of the land rights to the City for incorporation into the Blenheim Project promotes focus area 14 of the One Fairfax Policy, which is associated with the advancement of a multi-modal transportation system that supports the economic growth, public health, and congestion mitigation goals of Fairfax County.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 -- Location Map

STAFF:
Ellicia Seard-McCormick, Deputy County Executive
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Tiya Raju, Deputy Director, Capital Facilities, DPWES
Vrushali Oak, Acting Director, Building Design and Construction Division, DPWES
José A. Comayagua, Director, Facilities Management Department (FMD)
Mike Lambert, Assistant Director, FMD

Board Agenda Item
August 26, 2025

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

ATTACHMENT 1



Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 3

Authorization to Advertise a Public Hearing to Lease County-Owned Property at 9517 Workhouse Way to DrinkLocal LLC (Mount Vernon District)

ISSUE:
Authorization to advertise a public hearing to lease a portion of County-owned property, located at 9517 Workhouse Way to DrinkLocal LLC, for the private operation of a food and beverage retail establishment.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing to be held on September 30, 2025, at 4:00 pm.

TIMING:
Board approval is requested on August 26, 2025, to provide sufficient time to advertise the proposed public hearing on September 30, 2025, at 4:00 p.m.

BACKGROUND:
The Board of Supervisors is the owner of 9517 Workhouse Way, identified as Building W-15 at the Workhouse Arts Campus (Campus) on a County-owned parcel identified as Tax Map Number 106-4 ((1)) 58. The proposed site currently includes a vacant historic structure of 4,554 square feet.

The Campus was acquired in 2002 as part of a 2,440-acre land purchase by Fairfax County from the federal government following the 2001 closure of the Lorton Reformatory. Pursuant to Section 106 of the National Historic Preservation Act, the federal government entered into a legally binding Memorandum of Agreement with Fairfax County and other interested parties to preserve the historically significant buildings and structures on the Campus in a manner that favors adaptive reuse.
In FY 2020, Fairfax County initiated a capital project for Buildings W-13 (9514 Workhouse Way) and W-15 (9517 Workhouse Way) to complete an exterior historic restoration and interior renovation to an open-plan and warm-lit shell. The improvements prepared the buildings for future occupancy by tenants for retail uses as approved under RZ/FDP 2003-MV-033, as amended. In addition to the improvements to Buildings W-13 and W-15, the project included natural landscaping and site enhancements in a shared courtyard and streetscape improvements along Ox Road

(Rt. 123). These improvements support placemaking and activation goals on the Campus.

Fairfax County engaged JLL as a real estate broker to assist with marketing and leasing of the improved structures, with a preference for food and beverage uses. These uses are cited as the most in demand by Campus visitors and the other site tenant, the Workhouse Arts Foundation (WAF). Having on-site food and beverage retailers assists with site activation and supports the vibrant arts and cultural programming and education that WAF provides throughout the site.

On December 6, 2022, the Board of Supervisors held a public hearing where they authorized staff to execute a lease with DrinkLocal LLC for Building W-13. The tenant successfully completed interior alterations of the historic structure and opened Bunnyman Brewing Café in July 2024. As a result of new Campus activations provided by WAF and DrinkLocal LLC, campus activity has significantly improved, resulting in a 56% increase in campus visitation from 2023 to 2024.

Following the start of operations at Building W-13, the County now recommends the approval of an additional lease with DrinkLocal LLC for Building W-15 and the adjacent grounds. This lease will include a restaurant or another complementary use that supports the activation goals for the Campus and the surrounding community. Interior alterations will be completed by DrinkLocal LLC. The lease term is ten years with options to renew. The monthly base rent is $8,781.25 with additional monthly revenue to be collected through a percentage of the tenant's revenue. Rent abatement is provided in full for the first year and by one half for the second year.

Virginia Code Ann. Sec. 15.2-1800 generally requires a locality to hold a public hearing before it may lease its real property.

EQUITY IMPACT:
Leasing of W-15 to a locally owned community-based business aligns with focus areas 8 and 11 of the One Fairfax Policy. These policies advocate for a mix of land uses that support a high quality of life, promote employment opportunities, and improved community gathering spaces. The proposed tenant for W-15 has demonstrated success in supporting these community and neighborhood goals with their management of W-13 and as an active participant in supporting the Workhouse Arts Campus as a community gathering place. Expanding uses on the Campus strengthens its economic sustainability by diversifying revenue streams, while also supporting community-wide growth through the creation of local jobs.

FISCAL IMPACT:
It is anticipated that the W-15 lease will generate approximately $117,800 annually after the initial rent abatement period has ended. All lease revenue will be deposited into the County's General Fund. The tenant will be also responsible for payment of any applicable real estate taxes on the leasehold. The County will contribute $400,000 for the tenant improvement allowance to the tenant for their construction costs. Funds for tenant improvements will come from Fund 30010: General Construction and Contributions.

ENCLOSED DOCUMENTS:
Attachment 1: Location Map – Workhouse Arts Campus, 106-4 ((1)) 58

STAFF:
Ellicia Seard-McCormick, Deputy County Executive for Administration
Jennifer Miller, Deputy County Executive
José A. Comayagua, Jr., Director, Facilities Management Department (FMD)
Rebecca Moudry, Director, Department of Economic Initiatives (DEI)
Joe LaHait, Deputy Director, Department of Management and Budget (DMB)
Scott Sizer, Deputy Director, DEI
Mike Lambert, Assistant Director, FMD
JoAnne Fiebe, Division Manager, DEI
Jarrett Haring, Catalytic Development, DEI

ASSIGNED COUNSEL:
Emily Smith, Assistant County Attorney

ATTACHMENT 1

Location Map - Workhouse Arts Campus



Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing to Expand Parking Restrictions on Boone Boulevard (Providence District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to *Appendix R of The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the area where certain parking is restricted on Boone Boulevard in the Providence District.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing for September 30, 2025, at 4:00 p.m., to consider an amendment to Appendix R of the Fairfax County Code (Attachment 1). This amendment will prohibit commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in *Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a)*, from parking on the south side of Boone Boulevard, from the northeastern property line of 2051 Chain Bridge Road to the northeastern property line of 8301 Boone Boulevard, twenty-four hours per day, seven days a week.

TIMING:
Board action is requested on August 26, 2025, to provide sufficient time to advertise a public hearing for September 30, 2025, at 4:00 p.m.

BACKGROUND:
Fairfax County Code Section 82-5-37(5) authorizes the Board to designate restricted parking in non-residential areas where long term parking of vehicles diminishes the capacity of on-street parking for other uses.

The owner of the commercial parcel located at 2051 Chain Bridge Road contacted the Providence District office seeking assistance to restrict commercial vehicles, recreational vehicles, and trailers from parking on the unrestricted block of Boone Boulevard along their property. This portion of Boone Boulevard has historically been used for long-term parking of commercial vehicles and trailers.

This block of Boone Boulevard was studied multiple times over a 30-day period and staff found that long-term parking of commercial vehicles is occurring, thereby diminishing the capacity of on-street parking for other uses. Staff recommend parking restrictions for all commercial vehicles, recreational vehicles, and trailers along the south side of Boone Boulevard, from Chain Bridge Service Road to the northeastern property line of 8301 Boone Boulevard, twenty-four hours per day, seven days a week.

A parking restriction for other nearby segments of Boone Boulevard that prohibits parking of commercial vehicles, recreational vehicles, and trailers, twenty-four hours per day, seven days a week, was approved by the Board of Supervisors on July 25, 2023, and on March 18, 2025. The proposed parking restriction will expand the existing restrictions to include the stated segment of Boone Boulevard.

EQUITY IMPACT:
Generally, the establishment of restrictions to prohibit parking in commercial areas supports One Fairfax Focus Area 12, a healthy and quality environment in which to live and work that acknowledges the need to breathe clean air. The restrictions support that goal by reducing the number of vehicles traveling on the street, leading to fewer vehicle emissions in the affected environment. However, parking restrictions in one area can lead to additional parking in other areas. As such, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:
Funding in the amount of approximately $700 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)
Attachment 2: Area Map of Proposed Parking Restriction

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects, and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

Board Agenda Item
August 26, 2025

ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

Attachment 1

PROPOSED CODE AMENDMENT

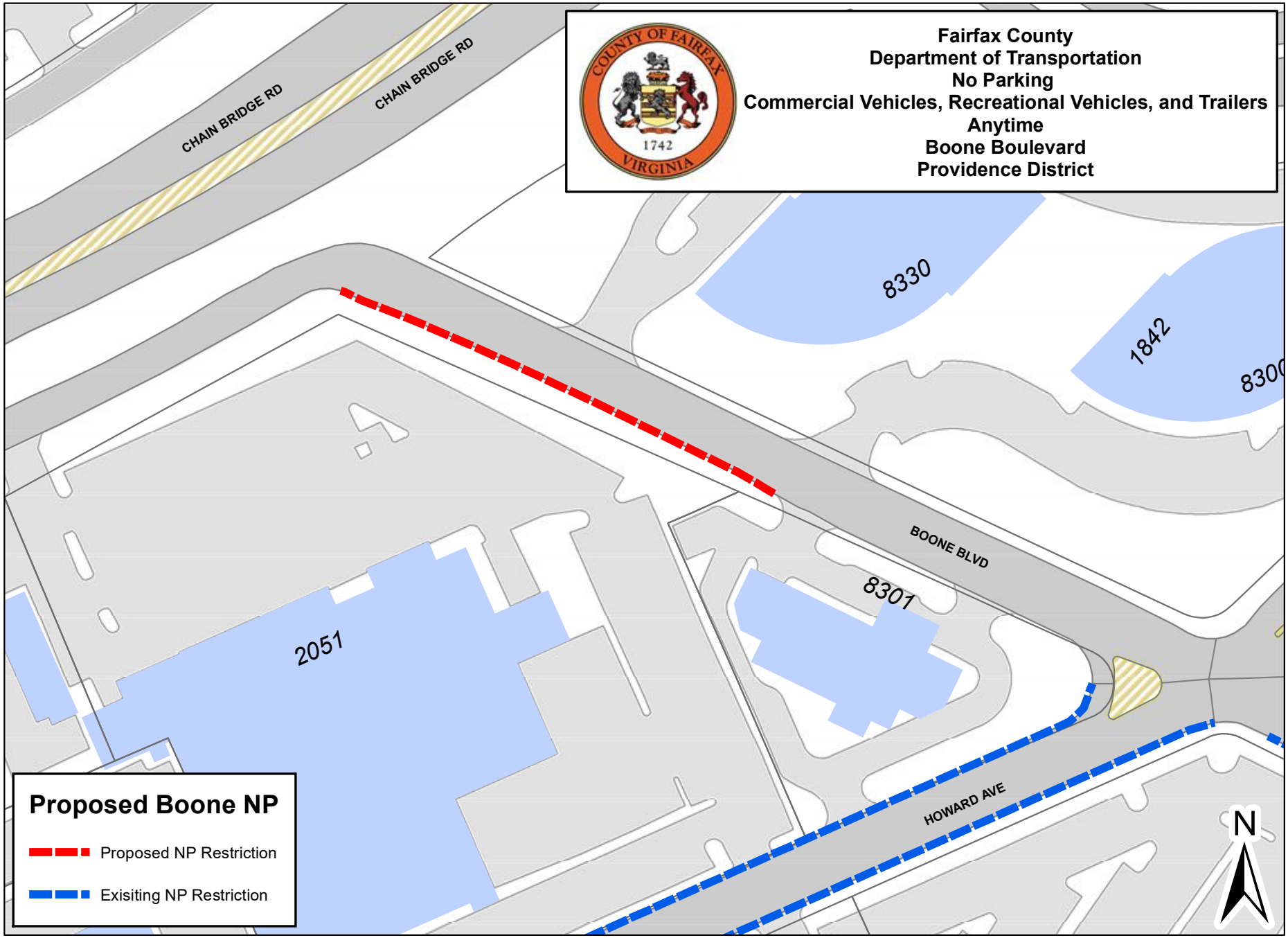
THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax*, *Virginia,* by adding the following to Appendix R, in accordance with Section 82-5-37:

Boone Boulevard (Route 786)

Commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), are restricted from parking on the north side of Boone Boulevard, from Howard Avenue to the southeastern property line of 8230 Boone Boulevard~~,~~ ; and on the south side of Boone Boulevard, from the northeastern property line of 2051 Chain Bridge Road to the northeastern property line of 8301 Boone Boulevard, and from Howard Avenue to the southeastern property line of 8229 Boone Boulevard, twenty-four hours per day, seven days a week.

Attachment 2



Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 5

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Dead Run at Georgetown Pike Stream Restoration Project (Dranesville District)

ISSUE:
The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Dead Run at Georgetown Pike Stream Restoration Project to restore approximately 5,900 linear feet of Dead Run and two unnamed tributaries in the Dead Run watershed (Tax Map Nos. 21-3 & 21-4) using Natural Channel Design.

RECOMMENDATION:
The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement and any subsequent amendments with the DEQ necessary to receive the SLAF grant for the Dead Run at Georgetown Pike Stream Restoration Project.

Project Title	Project Cost	SLAF Grant Award	County Provided Funds
Dead Run at Georgetown Pike Stream Restoration	$6,646,800	$3,323,400	$3,323,400

TIMING:
Board action is requested on August 26, 2025.

BACKGROUND:
The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On October 1, 2024, County staff submitted applications for SLAF grants to DEQ for three stream restoration and water quality improvement projects in response to the

Fiscal Year 2025 SLAF grant solicitation. On January 31, 2025, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of $7,959,800. This project is scheduled to begin construction in July 2025 and will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Dead Run at Georgetown Pike Stream Restoration Project (Project) is located in the Dranesville District, bound by Churchill Road to the south and Balmacara and Langley Forest Subdivision to the north. The Project's calculated water quality benefits are annual reductions of 295 pounds of total phosphorus, 995 pounds of total nitrogen, and 364.8 tons of total suspended sediment.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:
There is no adverse equity impact. The Project is in an area with a vulnerability index of 1.625. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:
Funding is available in Project SD-000031, Stream and Water Quality Improvements, in Fund 40100, Stormwater Services, to support the local cash match, or the County funded portion, of $3,323,400. Grant funding of $3,323,400 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements.

CREATION OF POSITIONS:
There will be no new position(s) created with this grant funding.

ENCLOSED DOCUMENTS:
Attachment 1 – SLAF Grant Agreement SLAF 25-20 – May 30, 2025
Attachment 2 – DEQ Authorization FY2025 SLAF – January 31, 2025

Board Agenda Item
August 26, 2025

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, Water Resources and Infrastructure, DPWES
Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:
Marc E. Gori, Assistant County Attorney

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STORMWATER LOCAL ASSISTANCE FUND
GRANT AGREEMENT
SLAF Grant No.: 25-20

THIS AGREEMENT is made as of this _____ day of _____, 2025 by and between the Virginia Department of Environmental Quality (the "Department"), and Fairfax County, Virginia (the "Grantee").

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth's 2013-14 Budget) (the "Act"), the General Assembly created the Stormwater Local Assistance Fund (the "Fund"). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the "Board") or the Department.

ARTICLE I
DEFINITIONS

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) "Agreement" means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) "Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) "Capital Expenditure" means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) "Eligible Project" means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with,

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among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) "Eligible Project Costs" means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) "Extraordinary Conditions" means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) "Grant" means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) "Total Eligible Project Budget" means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) "Total Project Budget" means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) "Project Engineer" means the Grantee's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee's engineer for the Eligible Project in a written notice to the Department.

(k) "Project Schedule" means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) "Working Capital Expenditure" means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) "VPBA" means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) "VPBA Bonds" means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

ARTICLE II
SCOPE OF PROJECT

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

ARTICLE III

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SCHEDULE

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning **November 1, 2019** and ending **April 1, 2027**.

ARTICLE IV
COMPENSATION

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **$3,323,400.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1 Project Budget Changes. Project Budget changes that exceed the lesser of $100,000 or 10% of the Project Budget total must be approved in advance in writing by the Department through a formal Agreement modification issued in accordance with Section 7.3. The Grantee must notify the Department in advance via email of any Project Budget changes that do not exceed this threshold. This threshold is cumulative of all Project Budget changes made over time. Any Project Budget changes must be otherwise in accordance with this Agreement. The Department is under no obligation to reimburse any expenses that do not satisfy this provision.

4.2. Payment of Grant. Disbursement for professional services (planning and design) can commence upon execution of the Grant, with reimbursement available for expenses up to twenty-five (25%) of physical construction costs. Disbursement for the remaining reimbursable costs can commence once the final project budget, based on as-bid or contractual costs, is approved and a grant modification is executed. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.3. Disbursement of Grant Funds. Disbursement requests shall be submitted no less than once every forty-five (45) calendar days while the project is incurring eligible expenses specific to the grant referenced herein. Any alternative schedule request must be received in writing and approved by the Department prior to the disbursement request receipt deadline. The Department will disburse the Grant to the Grantee no more frequently than once per calendar month for approved eligible reimbursements, with a minimum reimbursement amount of ten thousand ($10,000.00) dollars (excluding initial professional services payments and the final payment), upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually

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performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.4. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.5. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.6. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.7. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

ARTICLE V
RESPONSIBILITIES AND MAINTENANCE PLAN

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

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5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

ARTICLE VI
MATERIAL BREACH

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

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(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of $500 per day for the first 10 days of noncompliance, and $1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

ARTICLE VII
GENERAL PROVISIONS

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

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7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

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Department: Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn: CWFAP Deputy Director

Grantee: Fairfax County
12000 Government Center parkway, Ste. 449
Fairfax, Virginia 22035
Attn: Heather Ambrose, Project Coordinator
heather.ambrose@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

ARTICLE VIII
COUNTERPARTS

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

ARTICLE IX
CREDIT GENERATION

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

DEPARTMENT OF ENVIRONMENTAL QUALITY

By: Edwards Alvie xqp92569 Digitally signed by: Edwards Alvie xqp92569 DN: CN = Edwards Alvie xqp92569 OU = COV-Users, End-Users, DEQ Date: 2025.05.27 13:44:56 -04'00' Date: _____

Alvie Edwards
Director of Administration
(804) 898-9883
alvie.edwards@deq.virginia.gov

FAIRFAX COUNTY, VIRGINIA

By: _____ Date: _____

Bryan J. Hill
County Executive
(703) 324-2531
CEXBryanHill@fairfaxcounty.gov

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EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-20

Dead Run at Georgetown Pike: The Dead Run at Georgetown Pike stream restoration project will restore approximately 5,900 linear feet of Dead Run and two unnamed tributaries in the Dead Run watershed using Natural Channel Design. The project is bound by Churchill Road to the south and Balmacara and Langley Forest subdivision to the north. Restoration objectives include stream bed and bank stabilization, public safety, infrastructure protection, water quality improvement, aquatic and riparian habitat enhancement, and floodplain reconnection The project will provide a stable cross section dimension, pattern, and profile for the stream; utilize instream rock and wood structures to provide stability and enhance habitat; and restore a native riparian buffer. The project will maintain channel capacity, provide long-term stability, and reduce sediment and nutrient loads conveyed downstream.

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EXHIBIT B

TOTAL PROJECT BUDGET

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-20

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category / Project Name	Project Cost	SLAF Eligible	Grant %	Grant Amount
Design Engineering				
Dead Run at Georgetown Pike	$777,200.00	$777,200.00	50.00%	$388,600.00
Sub-Total	$777,200.00	$777,200.00		$388,600.00
Construction				
Dead Run at Georgetown Pike	$4,835,000.00	$4,835,048.00	50.00%	$2,417,524.00
Sub-Total	$4,835,000.00	$4,835,048.00		$2,417,524.00
Other				
Dead Run at Georgetown Pike				
Legal/Administration	$1,500.00	$1,500.00	50.00%	$750.00
Project Inspection Fees	$770,000.00	$770,000.00	50.00%	$385,000.00
Utilities	$21,300.00	$21,300.00	50.00%	$10,650.00
Construction Contingency	$241,800.00	$241,752.00	50.00%	$120,876.00
Sub-Total	$1,034,600.00	$1,034,552.00		$517,276.00
TOTALS	**$6,646,800.00**	**$6,646,800.00**		**$3,323,400.00**

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EXHIBIT C

PROJECT SCHEDULE

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-20

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline
Dead Run at Georgetown Pike	Start Planning	November 2019
	Complete Planning	June 2025
	Start Construction	July 2025
	Complete Construction	April 2027

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The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

Quarter	Estimated Amount of Grant Funds to be Requested for Reimbursement
April – June 2025	
July – September 2025	
October – December 2025	
January – March 2026	
April – June 2026	
July – September 2026	
October – December 2026	
January – March 2027	
April – June 2027	
July – September 2027	
October – December 2027	

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EXHIBIT D

REQUISITION FOR REIMBURSEMENT
(To be on Grantee's Letterhead)

Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: CWFAP Deputy Director

RE: **Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 25-20
Dead Run at Georgetown Pike

Dear Deputy Director:

This requisition, Number ____, is submitted in connection with the referenced Grant Agreement, dated as of [*insert date of grant agreement*] between the Virginia Department of Environmental Quality and _____. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of $_____, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

_____Date:_____
(Authorized Representative of the Grantee)

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CERTIFICATE OF THE PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-20

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20__, submitted by the _____(the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for _____ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

_____
(Project Engineer)

_____
(Date)

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SCHEDULE 1

STORMWATER LOCAL ASSISTANCE FUND

FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

REQUISITION # _____

Grantee: Fairfax County

SLAF Grant No.: 25-20 **CERTIFYING SIGNATURE**: _____ **DATE**: _____ **TITLE:**_____

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
Design Engineering								
Dead Run at Georgetown Pike	$777,200.00	$777,200.00	$388,600.00	$0.00	$0.00	$0.00	$0.00	$388,600.00
Sub-Total	$777,200.00	$777,200.00	$388,600.00	$0.00	$0.00	$0.00	$0.00	$388,600.00
Construction								
Dead Run at Georgetown Pike	$4,835,000.00	$4,835,048.00	$2,417,524.00	$0.00	$0.00	$0.00	$0.00	$2,417,524.00
Sub-Total	$4,835,000.00	$4,835,048.00	$2,417,524.00	$0.00	$0.00	$0.00	$0.00	$2,417,524.00
Other								
Dead Run at Georgetown Pike								
Legal/Administration	$1,500.00	$1,500.00	$750.00	$0.00	$0.00	$0.00	$0.00	$750.00
Project Inspection Fees	$770,000.00	$770,000.00	$385,000.00	$0.00	$0.00	$0.00	$0.00	$385,000.00
Utilities	$21,300.00	$21,300.00	$10,650.00	$0.00	$0.00	$0.00	$0.00	$10,650.00
Construction Contingency	$241,800.00	$241,752.00	$120,876.00	$0.00	$0.00	$0.00	$0.00	$120,876.00
Sub-Total	$1,034,600.00	$1,034,552.00	$517,276.00	$0.00	$0.00	$0.00	$0.00	$517,276.00
Totals	**$6,646,800.00**	**$6,646,800.00**	**$3,323,400.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,323,400.00**

Total Grant Amount:	$3,323,400.00
Previous Disbursements:	$0.00
This Request:	$0.00
Grant Proceeds Remaining:	$3,323,400.00

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EXHIBIT E

DETERMINATION OF AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-20

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

Step 1. Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

Step 2. Set forth in Column III the economic life of each type of asset listed in accordance with the following:

Land. Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

Land Improvements. Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

Buildings. Forty years is the economic life for most buildings.

Equipment. Please select an Asset Depreciation Range ("ADR") midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

Contingency. Any amounts shown on the Project Budget as "contingency" should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

Step 3. Set forth in Column IV the date each asset is expected to be placed in service. An asset

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is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

Step 4. Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

Step 5. For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

Step 6. Total all the entries in Column II and in Column VI.

Step 7. Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	**Column II**	**Column III**	**Column IV**	**Column V**	**Column VI**
Asset	**Total Cost Financed with Grant**	**Economic Life**	**Date Asset Placed in Service**	**Adjusted Economic Life**	**Column II x Column V**
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	$_____				$_____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = _____

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Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

www.deq.virginia.gov

Stefanie K. Taillon
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director

MEMORANDUM

To: **Michael S. Rolband, Director of DEQ**

Through: **Alvie Edwards, Director of Administration**

From: **Kelly Ward, Deputy Director, Clean Water Financing and Assistance**

Date: **January 30, 2025**

Subject: **Authorization of FY 2025 SLAF Project Funding List**

Purpose

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) by the Department of Environmental Quality (DEQ) in 2013. The SLAF program provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices in order to reduce water quality pollutant loads. In accordance with legislation, the State Water Control Board (Board) approved guidelines for the implementation of the SLAF program in 2013, with those guidelines revised most recently by the Board in June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the Director of DEQ.

To date, 357 projects totaling approximately $212 million have been authorized. The tenth solicitation for SLAF applications was conducted for fiscal year (FY) 2025, and the applications received by DEQ have been evaluated in accordance with the approved guidelines. This memorandum provides the results of the evaluation and DEQ staff recommendations for approval.

Applications Received

On August 1, 2024, DEQ solicited SLAF applications from all local governments in the Commonwealth with an October 1, 2024, deadline for submission. DEQ received applications from 22 localities totaling $37,073,245 for 27 stormwater projects and 4 nutrient credit purchases. In addition, the General Assembly appropriated $10,000,000 for eight projects within two localities that were reviewed during this evaluation.

Funding Availability for FY 2025

In FY 2024, no additional SLAF funding was provided to DEQ and the remaining unobligated balance totaled $58,663,103, with $10,000,000 restricted based on General Assembly appropriation to the City of Falls Church ($9,000,000) and York County ($1,000,000). As a result, $48,663,103 is available for the FY 2025 award cycle.

Application Evaluations

All 35 stormwater projects and 4 nutrient credit purchase projects were evaluated in accordance with the program's eligibility requirements and priority ranking criteria, with the funding amount requested totaling

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$47,073,245. After review of the applications, it was determined that several projects did not meet eligibility requirements and staff recommend denial of the projects noted in Table 3.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Staff recommends waiving the maximum grant amount of $5,000,000 per locality due to adequate funding for the FY 2025 SLAF projects, resulting in Fairfax and Loudoun Counties receiving $7,959,800 and $5,453,790, respectively.

Conclusion and Staff Recommendation

Following a thorough evaluation of eligibility, priority ranking, funding availability, and site visits several projects, the proposed Project Funding List for the tenth round of SLAF funding includes 22 stormwater projects and 4 nutrient credit purchases as noted in Table 1, along with 8 projects specifically funded by General Assembly appropriations as noted in Table 2. The total FY 2025 grant award authorization request is $41,988,162 for 34 projects across 19 localities. Without further appropriation or changes to obligations, the amount remaining for the FY2026 SLAF Solicitation is $16,674,941.

DEQ staff recommend the Director of DEQ authorize the enclosed Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

X Approved as recommended

____Not approved as recommended

Michael S. Rolband, PE, PWD, PWS Emeritus
Director of DEQ

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STORMWATER LOCAL ASSISTANCE FUND
FISCAL YEAR 2025 PROJECT FUNDING LIST

Table 1: Project Funding List 1/30/25

Grant Recipient	Project Name	Total Phosphorus Cost Per Pound	Point Total	Total Project Cost	Proposed Grant Amount	Grant Percentage
City of Petersburg	Project A Stream Restoration	$ 24,926.36	553	$ 1,370,950	$ 685,475	50%
	Project C Stream Restoration	$ 11,307.69	477	$ 1,176,000	$ 588,000	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 2,546,950**	**$ 1,273,475**	50%
City of Harrisonburg	FY25 Permanent Water Quality Credit Purchase	$ 9,388.60	514	**$ 2,909,340**	**$ 1,454,670**	50%
Prince William County	Upper Dewey Creek Stream Restoration	$ 32,329.22	476	**$ 9,957,400**	**$ 4,978,700**	50%
Loudoun County	Westpark Passive Park	$ 11,711.99	472	$ 8,280,380	$ 4,140,190	50%
	MD1745 Stormwater Pond Retrofit	$ 20,544.89	401	$ 1,380,000	$ 690,000	50%
	Potomac Greene Stream Restoration	$ 37,954.96	327	$ 1,247,200	$ 623,600	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 10,907,580**	**$ 5,453,790**	50%
York County	Brightwood Stream Restoration	$ 9,852.22	458	**$ 1,000,000**	**$ 500,000**	50%
City of Waynesboro	Constructed Wetlands and Extended Detention	$ 13,833.17	457	**$ 1,518,000**	**$ 759,000**	50%
Chesterfield County	Debonair Acres Nutrient Bank	$ 9,800.00	455	$ 1,647,282	$ 823,641	50%
	Buffalo Junction Nutrient Bank	$ 13,498.58	439	$ 352,718	$ 176,359	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 2,000,000**	**$ 1,000,000**	50%
City of Manassas Park	Pond 1 Retrofit	$ 20,816.26	454	**$ 889,895**	**$ 444,947**	50%
City of Portsmouth	Green Lake Level II Wet Pond Retrofit	$ 19,778.67	454	**$ 1,867,304**	**$ 933,652**	50%
City of Falls Church	FY25 Nonpoint Source Nutrient Purchase	$ 8,648.65	451	**$ 640,000**	**$ 320,000**	50%
Town of Warrenton	Pond C Retrofit	$ 39,815.80	424	$ 650,192	$ 325,096	50%
	Rady Park Cattail Branch Stream Restoration	$ 22,859.23	397	$ 959,402	$ 479,701	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 1,609,594**	**$ 804,797**	50%
City of Charlottesville	Rivanna Restoration - Riverview Park	$ 8,391.24	414	**$ 1,215,220**	**$ 607,610**	50%
Fairfax County	Pimmit Run at George C. Marshall High School	$ 40,967.08	403	$ 3,609,200	$ 1,804,600	50%
	Dead Run at Georgetown Pike	$ 22,531.53	387	$ 6,646,800	$ 3,323,400	50%
	Schneider Branch 2 at Lee Road	$ 86,203.96	222	$ 5,663,600	$ 2,831,800	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 15,919,600**	**$ 7,959,800**	50%
City of Richmond	Broad Rock Creek Stream Restoration	$ 22,624.37	396	**$ 4,353,607**	**$ 2,002,659**	46%
Town of Herndon	Sugarland Run North Stream Restoration	$ 55,732.68	371	**$ 1,166,485**	**$ 583,242**	50%
City of Manassas	Sills Warehouse Pond Retrofit	$ 159,698.76	355	**$ 1,030,057**	**$ 515,028**	50%
James City County	Landing Circle Stream Restoration	$ 47,722.90	400	**$ 739,705**	**$ 369,852**	50%
Arlington County	Gulf Branch Stream	$ 26,056.71	352	**$ 3,069,481**	**$ 1,471,190**	48%
City of Virginia Beach	Salem Village Park Water Quality Improvement	$ 92,625.00	202	**$ 1,111,500**	**$ 555,750**	50%
Total Funded SLAF Applications				**$ 64,451,718**	**$ 31,988,162**	

Table 2: Project Funding List from General Assembly Appropriations 1/30/25

Grant Recipient	Project Name	Total Phosphorus Cost Per Pound	Point Total	Total Project Cost	Proposed Grant Amount	Grant Percentage
York County	Queens Lake Erosion Control	N/A	N/A	$ 1,200,000	$ 500,000	42%
	Queens Lake Wetlands Restoration	N/A	N/A	$ 1,033,947	$ 500,000	48%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 2,233,947**	**$ 1,000,000**	45%
City of Falls Church	Greening of Lincoln	N/A	N/A	$ 8,192,192	$ 3,035,192	37%
	Hillwood East	N/A	N/A	$ 1,155,192	$ 870,014	75%
	Sherrow Avenue	N/A	N/A	$ 2,127,949	$ 1,599,234	75%
	Harrison Branch	N/A	N/A	$ 3,585,000	$ 3,285,000	92%
	Roberts Park	N/A	N/A	$ 450,000	$ 105,280	23%
	City Hall Parking	N/A	N/A	$ 300,000	$ 105,280	35%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 15,810,333**	**$ 9,000,000**	57%
Total Funded SLAF Projects from General Assembly Appropropriations				**$ 18,044,280**	**$ 10,000,000**	

Table 3: Ineligible Project List 1/30/25

Grant Recipient	Project Name	Reason for Ineligibility	Total Project Cost
Prince George County	Birchett Reach 1 Phase 2	No soils bulk density or nutrient concentration data provided	$ 1,066,975.00
Town of Leesburg	Tuscarora Creek Stream Restoration	No soils bulk density or nutrient concentration data provided	$ 6,678,000.00
James City County	Westmont Drive Stream Restoration	No soils bulk density or nutrient concentration data provided	$ 1,057,600.00
Town of Rocky Mount	Unnamed Tributary to Furnace Creek Stream Restoration	No soils bulk density or nutrient concentration data provided	$ 447,590.00
York County	Larkin Run Stream Restoration and BMP Facility	Improper application submission	$ 920,000.00

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 6

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Pimmit Run at George C. Marshall High School Stream Restoration Project (Providence District)

ISSUE:
The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Pimmit Run at George C. Marshall High School Stream Restoration Project to restore approximately 2,500 linear feet of Pimmit Run and connecting tributaries in the Pimmit Run watershed (Tax Map Nos. 39-2 & 39-4) using Natural Channel Design.

RECOMMENDATION:
The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement and any subsequent amendments with the DEQ necessary to receive the SLAF grant for the Pimmit Run at George C. Marshall High School Stream Restoration Project.

Project Title	Project Cost	SLAF Grant Award	County Provided Funds
Pimmit Run at George C. Marshall High School Stream Restoration	$3,609,200	$1,804,600	$1,804,600

TIMING:
Board action is requested on August 26, 2025.

BACKGROUND:
The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On October 1, 2024, County staff submitted applications for SLAF grants to DEQ for three stream restoration and water quality improvement projects in response to the Fiscal Year 2025 SLAF grant solicitation. On January 31, 2025, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of $7,959,800. This project is scheduled to begin construction in December 2025 and will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Pimmit Run at George C. Marshall High School Stream Restoration Project (Project) is located in Falls Church, Virginia, on private property and Fairfax County Public School property. The Project's calculated water quality benefits are annual reductions of 88.1 pounds of total phosphorus, 847 pounds of total nitrogen, and 564.7 tons of total suspended sediment.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:
There is no adverse equity impact. The Project is in an area with vulnerability indices of 2.625 and 3.5. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:
Funding is available in Project SD-000031, Stream and Water Quality Improvements, in Fund 40100, Stormwater Services, to support the local cash match, or the County funded portion, of $1,804,600. Grant funding of $1,804,600 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements.

CREATION OF POSITIONS:
There will be no new position(s) created with this grant funding.

ENCLOSED DOCUMENTS:
Attachment 1 – SLAF Grant Agreement SLAF 25-15 – May 27, 2025
Attachment 2 – DEQ Authorization FY2025 SLAF – January 31, 2025

Board Agenda Item
August 26, 2025

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, Water Resources and Infrastructure, DPWES
Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:
Marc E. Gori, Assistant County Attorney

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STORMWATER LOCAL ASSISTANCE FUND
GRANT AGREEMENT
SLAF Grant No.: 25-15

THIS AGREEMENT is made as of this _____ day of _____, 2025 by and between the Virginia Department of Environmental Quality (the "Department"), and Fairfax County, Virginia (the "Grantee").

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth's 2013-14 Budget) (the "Act"), the General Assembly created the Stormwater Local Assistance Fund (the "Fund"). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the "Board") or the Department.

ARTICLE I
DEFINITIONS

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) "Agreement" means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) "Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) "Capital Expenditure" means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) "Eligible Project" means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with,

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among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) "Eligible Project Costs" means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) "Extraordinary Conditions" means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) "Grant" means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) "Total Eligible Project Budget" means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) "Total Project Budget" means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) "Project Engineer" means the Grantee's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee's engineer for the Eligible Project in a written notice to the Department.

(k) "Project Schedule" means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) "Working Capital Expenditure" means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) "VPBA" means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) "VPBA Bonds" means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

ARTICLE II
SCOPE OF PROJECT

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

ARTICLE III

SCHEDULE

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning **September 1, 2019,** and ending **December 1, 2026**.

ARTICLE IV
COMPENSATION

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **$1,804,600.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1 Project Budget Changes. Project Budget changes that exceed the lesser of $100,000 or 10% of the Project Budget total must be approved in advance in writing by the Department through a formal Agreement modification issued in accordance with Section 7.3. The Grantee must notify the Department in advance via email of any Project Budget changes that do not exceed this threshold. This threshold is cumulative of all Project Budget changes made over time. Any Project Budget changes must be otherwise in accordance with this Agreement. The Department is under no obligation to reimburse any expenses that do not satisfy this provision.

4.2. Payment of Grant. Disbursement for professional services (planning and design) can commence upon execution of the Grant, with reimbursement available for expenses up to twenty-five (25%) of physical construction costs. Disbursement for the remaining reimbursable costs can commence once the final project budget, based on as-bid or contractual costs, is approved and a grant modification is executed. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.3. Disbursement of Grant Funds. Disbursement requests shall be submitted no less than once every forty-five (45) calendar days while the project is incurring eligible expenses specific to the grant referenced herein. Any alternative schedule request must be received in writing and approved by the Department prior to the disbursement request receipt deadline. The Department will disburse the Grant to the Grantee no more frequently than once per calendar month for approved eligible reimbursements, with a minimum reimbursement amount of ten thousand ($10,000.00) dollars (excluding initial professional services payments and the final payment), upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually

performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.4. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.5. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.6. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.7. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

ARTICLE V
RESPONSIBILITIES AND MAINTENANCE PLAN

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

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5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

ARTICLE VI
MATERIAL BREACH

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

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(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of $500 per day for the first 10 days of noncompliance, and $1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

ARTICLE VII
GENERAL PROVISIONS

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

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7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

Department: Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn: CWFAP Deputy Director

Grantee: Fairfax County
1200 Government Center Parkway, Ste. 449
Fairfax, Virginia 22035
Attn: Fred Wilkins, Engineer IV
Fred.wilkins@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

ARTICLE VIII
COUNTERPARTS

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

ARTICLE IX
CREDIT GENERATION

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

WITNESS the following signatures, all duly authorized.

DEPARTMENT OF ENVIRONMENTAL QUALITY

By: Edwards Alvie xqp92569 Digitally signed by: Edwards Alvie xqp92569 DN: CN = Edwards Alvie xqp92569 OU = COV-Users, End-Users, DEQ Date: 2025.05.28 14:53:28 -04'00' Date: _____

Alvie Edwards
Director of Administration
(804) 898-9883
alvie.edwards@deq.virginia.gov

FAIRFAX COUNTY, VIRGINIA

By: _____ Date: _____

Bryan J. Hill
County Executive
(703) 324-2531
CEXBryanHill@fairfaxcounty.gov

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EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-15

Pimmit Run at George C. Marshall High School: The Pimmit Run at George C. Marshall High School stream restoration project will restore approximately 2,500 linear feet of Pimmit Run and connecting tributaries in the Pimmit Run watershed using Natural Channel Design. The project's upstream limit starts at the culvert outfall from under Interstate 495 near George C. Marshall Drive and terminates at the entrance of a storm drainage system near 2222 Pimmit Run Lane. Restoration objectives include stream bed and bank stabilization, infrastructure protection, water quality improvement, aquatic and riparian habitat enhancement, and floodplain reconnection. The project will provide a stable cross section dimension, pattern, and profile for the stream; utilize instream rock and wood structures to provide stability and enhance habitat; and restore a native riparian buffer. The project will maintain channel capacity, provide long-term stability, and reduce sediment and nutrient loads conveyed downstream.

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EXHIBIT B

TOTAL PROJECT BUDGET

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-15

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category / Project Name	Project Cost	SLAF Eligible	Grant %	Grant Amount
Design Engineering				
Pimmit Run at George C. Marshall High School	$431,800.00	$431,800.00	50.00%	$215,900.00
Sub-Total	$431,800.00	$431,800.00		$215,900.00
Construction				
Pimmit Run at George C. Marshall High School	$2,625,900.00	$2,625,906.00	50.00%	$1,312,953.00
Sub-Total	$2,625,900.00	$2,625,906.00		$1,312,953.00
Other				
Pimmit Run at George C. Marshall High School				
Legal/Administration	$2,200.00	$2,200.00	50.00%	$1,100.00
Project Inspection Fees	$418,000.00	$418,000.00	50.00%	$209,000.00
Construction Contingencies	$131,300.00	$131,294.00	50.00%	$65,647.00
Sub-Total	$551,500.00	$551,494.00		$275,747.00
TOTALS	**$3,609,200.00**	**$3,609,200.00**		**$1,804,600.00**

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EXHIBIT C

PROJECT SCHEDULE

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-15

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline
Pimmit Run at George C. Marshall High School	Start Planning	September 2019
	Complete Planning	April 2025
	Start Construction	December 2025
	Complete Construction	December 2026

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The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

Quarter	Estimated Amount of Grant Funds to be Requested for Reimbursement
April – June 2025	
July – September 2025	
October – December 2025	
January – March 2026	
April – June 2026	
July – September 2026	
October – December 2026	
January – March 2027	
April – June 2027	
July – September 2027	
October – December 2027	

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EXHIBIT D

REQUISITION FOR REIMBURSEMENT
(To be on Grantee's Letterhead)

Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: CWFAP Deputy Director

RE: **Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 25-15
Pimmit Run at George C. Marshall High School

Dear Deputy Director:

This requisition, Number ____, is submitted in connection with the referenced Grant Agreement, dated as of [*insert date of grant agreement*] between the Virginia Department of Environmental Quality and _____. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of $_____, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

_____Date:_____
(Authorized Representative of the Grantee)

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CERTIFICATE OF THE PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-15

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20__, submitted by the _____(the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for _____ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

_____
(Project Engineer)

_____
(Date)

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SCHEDULE 1

STORMWATER LOCAL ASSISTANCE FUND

FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

REQUISITION # _____

Grantee: Fairfax County

SLAF Grant No.: 25-15 **CERTIFYING SIGNATURE**: _____ **DATE**: _____ **TITLE:**_____

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
Design Engineering								
Pimmit Run at George C. Marshall High School	$431,800.00	$431,800.00	$215,900.00	$0.00	$0.00	$0.00	$0.00	$215,900.00
Sub-Total	$431,800.00	$431,800.00	$215,900.00	$0.00	$0.00	$0.00	$0.00	$215,900.00
Construction								
Pimmit Run at George C. Marshall High School	$2,625,900.00	$2,625,906.00	$1,312,953.00	$0.00	$0.00	$0.00	$0.00	$1,312,953.00
Sub-Total	$2,625,900.00	$2,625,906.00	$1,312,953.00	$0.00	$0.00	$0.00	$0.00	$1,312,953.00
Other								
Pimmit Run at George C. Marshall High School								
Legal/Administration	$2,200.00	$2,200.00	$1,100.00	$0.00	$0.00	$0.00	$0.00	$1,100.00
Project Inspection Fees	$418,000.00	$418,000.00	$209,000.00	$0.00	$0.00	$0.00	$0.00	$209,000.00
Construction Contingencies	$131,300.00	$131,294.00	$65,647.00	$0.00	$0.00	$0.00	$0.00	$65,647.00
Sub-Total	$551,500.00	$551,494.00	$275,747.00	$0.00	$0.00	$0.00	$0.00	$275,747.00
Totals	**$3,609,200.00**	**$3,609,200.00**	**$1,804,600.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,804,600.00**

Total Grant Amount:	$1,804,600.00
Previous Disbursements:	$0.00
This Request:	$0.00
Grant Proceeds Remaining:	$1,804,600.00

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EXHIBIT E

DETERMINATION OF AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-15

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

Step 1. Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

Step 2. Set forth in Column III the economic life of each type of asset listed in accordance with the following:

Land. Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

Land Improvements. Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

Buildings. Forty years is the economic life for most buildings.

Equipment. Please select an Asset Depreciation Range ("ADR") midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

Contingency. Any amounts shown on the Project Budget as "contingency" should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

Step 3. Set forth in Column IV the date each asset is expected to be placed in service. An asset

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is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

Step 4. Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

Step 5. For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

Step 6. Total all the entries in Column II and in Column VI.

Step 7. Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	**Column II**	**Column III**	**Column IV**	**Column V**	**Column VI**
Asset	**Total Cost Financed with Grant**	**Economic Life**	**Date Asset Placed in Service**	**Adjusted Economic Life**	**Column II x Column V**
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	$_____				$_____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = _____

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Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

www.deq.virginia.gov

Stefanie K. Taillon
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director

MEMORANDUM

To: **Michael S. Rolband, Director of DEQ**

Through: **Alvie Edwards, Director of Administration**

From: **Kelly Ward, Deputy Director, Clean Water Financing and Assistance**

Date: **January 30, 2025**

Subject: **Authorization of FY 2025 SLAF Project Funding List**

Purpose

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) by the Department of Environmental Quality (DEQ) in 2013. The SLAF program provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices in order to reduce water quality pollutant loads. In accordance with legislation, the State Water Control Board (Board) approved guidelines for the implementation of the SLAF program in 2013, with those guidelines revised most recently by the Board in June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the Director of DEQ.

To date, 357 projects totaling approximately $212 million have been authorized. The tenth solicitation for SLAF applications was conducted for fiscal year (FY) 2025, and the applications received by DEQ have been evaluated in accordance with the approved guidelines. This memorandum provides the results of the evaluation and DEQ staff recommendations for approval.

Applications Received

On August 1, 2024, DEQ solicited SLAF applications from all local governments in the Commonwealth with an October 1, 2024, deadline for submission. DEQ received applications from 22 localities totaling $37,073,245 for 27 stormwater projects and 4 nutrient credit purchases. In addition, the General Assembly appropriated $10,000,000 for eight projects within two localities that were reviewed during this evaluation.

Funding Availability for FY 2025

In FY 2024, no additional SLAF funding was provided to DEQ and the remaining unobligated balance totaled $58,663,103, with $10,000,000 restricted based on General Assembly appropriation to the City of Falls Church ($9,000,000) and York County ($1,000,000). As a result, $48,663,103 is available for the FY 2025 award cycle.

Application Evaluations

All 35 stormwater projects and 4 nutrient credit purchase projects were evaluated in accordance with the program's eligibility requirements and priority ranking criteria, with the funding amount requested totaling

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$47,073,245. After review of the applications, it was determined that several projects did not meet eligibility requirements and staff recommend denial of the projects noted in Table 3.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Staff recommends waiving the maximum grant amount of $5,000,000 per locality due to adequate funding for the FY 2025 SLAF projects, resulting in Fairfax and Loudoun Counties receiving $7,959,800 and $5,453,790, respectively.

Conclusion and Staff Recommendation

Following a thorough evaluation of eligibility, priority ranking, funding availability, and site visits several projects, the proposed Project Funding List for the tenth round of SLAF funding includes 22 stormwater projects and 4 nutrient credit purchases as noted in Table 1, along with 8 projects specifically funded by General Assembly appropriations as noted in Table 2. The total FY 2025 grant award authorization request is $41,988,162 for 34 projects across 19 localities. Without further appropriation or changes to obligations, the amount remaining for the FY2026 SLAF Solicitation is $16,674,941.

DEQ staff recommend the Director of DEQ authorize the enclosed Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

X Approved as recommended

____Not approved as recommended

Michael S. Rolband, PE, PWD, PWS Emeritus
Director of DEQ

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STORMWATER LOCAL ASSISTANCE FUND
FISCAL YEAR 2025 PROJECT FUNDING LIST

Table 1: Project Funding List 1/30/25

Grant Recipient	Project Name	Total Phosphorus Cost Per Pound	Point Total	Total Project Cost	Proposed Grant Amount	Grant Percentage
City of Petersburg	Project A Stream Restoration	$ 24,926.36	553	$ 1,370,950	$ 685,475	50%
	Project C Stream Restoration	$ 11,307.69	477	$ 1,176,000	$ 588,000	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 2,546,950**	**$ 1,273,475**	50%
City of Harrisonburg	FY25 Permanent Water Quality Credit Purchase	$ 9,388.60	514	**$ 2,909,340**	**$ 1,454,670**	50%
Prince William County	Upper Dewey Creek Stream Restoration	$ 32,329.22	476	**$ 9,957,400**	**$ 4,978,700**	50%
Loudoun County	Westpark Passive Park	$ 11,711.99	472	$ 8,280,380	$ 4,140,190	50%
	MD1745 Stormwater Pond Retrofit	$ 20,544.89	401	$ 1,380,000	$ 690,000	50%
	Potomac Greene Stream Restoration	$ 37,954.96	327	$ 1,247,200	$ 623,600	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 10,907,580**	**$ 5,453,790**	50%
York County	Brightwood Stream Restoration	$ 9,852.22	458	**$ 1,000,000**	**$ 500,000**	50%
City of Waynesboro	Constructed Wetlands and Extended Detention	$ 13,833.17	457	**$ 1,518,000**	**$ 759,000**	50%
Chesterfield County	Debonair Acres Nutrient Bank	$ 9,800.00	455	$ 1,647,282	$ 823,641	50%
	Buffalo Junction Nutrient Bank	$ 13,498.58	439	$ 352,718	$ 176,359	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 2,000,000**	**$ 1,000,000**	50%
City of Manassas Park	Pond 1 Retrofit	$ 20,816.26	454	**$ 889,895**	**$ 444,947**	50%
City of Portsmouth	Green Lake Level II Wet Pond Retrofit	$ 19,778.67	454	**$ 1,867,304**	**$ 933,652**	50%
City of Falls Church	FY25 Nonpoint Source Nutrient Purchase	$ 8,648.65	451	**$ 640,000**	**$ 320,000**	50%
Town of Warrenton	Pond C Retrofit	$ 39,815.80	424	$ 650,192	$ 325,096	50%
	Rady Park Cattail Branch Stream Restoration	$ 22,859.23	397	$ 959,402	$ 479,701	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 1,609,594**	**$ 804,797**	50%
City of Charlottesville	Rivanna Restoration - Riverview Park	$ 8,391.24	414	**$ 1,215,220**	**$ 607,610**	50%
Fairfax County	Pimmit Run at George C. Marshall High School	$ 40,967.08	403	$ 3,609,200	$ 1,804,600	50%
	Dead Run at Georgetown Pike	$ 22,531.53	387	$ 6,646,800	$ 3,323,400	50%
	Schneider Branch 2 at Lee Road	$ 86,203.96	222	$ 5,663,600	$ 2,831,800	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 15,919,600**	**$ 7,959,800**	50%
City of Richmond	Broad Rock Creek Stream Restoration	$ 22,624.37	396	**$ 4,353,607**	**$ 2,002,659**	46%
Town of Herndon	Sugarland Run North Stream Restoration	$ 55,732.68	371	**$ 1,166,485**	**$ 583,242**	50%
City of Manassas	Sills Warehouse Pond Retrofit	$ 159,698.76	355	**$ 1,030,057**	**$ 515,028**	50%
James City County	Landing Circle Stream Restoration	$ 47,722.90	400	**$ 739,705**	**$ 369,852**	50%
Arlington County	Gulf Branch Stream	$ 26,056.71	352	**$ 3,069,481**	**$ 1,471,190**	48%
City of Virginia Beach	Salem Village Park Water Quality Improvement	$ 92,625.00	202	**$ 1,111,500**	**$ 555,750**	50%
Total Funded SLAF Applications				**$ 64,451,718**	**$ 31,988,162**	

Table 2: Project Funding List from General Assembly Appropriations 1/30/25

Grant Recipient	Project Name	Total Phosphorus Cost Per Pound	Point Total	Total Project Cost	Proposed Grant Amount	Grant Percentage
York County	Queens Lake Erosion Control	N/A	N/A	$ 1,200,000	$ 500,000	42%
	Queens Lake Wetlands Restoration	N/A	N/A	$ 1,033,947	$ 500,000	48%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 2,233,947**	**$ 1,000,000**	45%
City of Falls Church	Greening of Lincoln	N/A	N/A	$ 8,192,192	$ 3,035,192	37%
	Hillwood East	N/A	N/A	$ 1,155,192	$ 870,014	75%
	Sherrow Avenue	N/A	N/A	$ 2,127,949	$ 1,599,234	75%
	Harrison Branch	N/A	N/A	$ 3,585,000	$ 3,285,000	92%
	Roberts Park	N/A	N/A	$ 450,000	$ 105,280	23%
	City Hall Parking	N/A	N/A	$ 300,000	$ 105,280	35%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 15,810,333**	**$ 9,000,000**	57%
Total Funded SLAF Projects from General Assembly Appropropriations				**$ 18,044,280**	**$ 10,000,000**	

Table 3: Ineligible Project List 1/30/25

Grant Recipient	Project Name	Reason for Ineligibility	Total Project Cost
Prince George County	Birchett Reach 1 Phase 2	No soils bulk density or nutrient concentration data provided	$ 1,066,975.00
Town of Leesburg	Tuscarora Creek Stream Restoration	No soils bulk density or nutrient concentration data provided	$ 6,678,000.00
James City County	Westmont Drive Stream Restoration	No soils bulk density or nutrient concentration data provided	$ 1,057,600.00
Town of Rocky Mount	Unnamed Tributary to Furnace Creek Stream Restoration	No soils bulk density or nutrient concentration data provided	$ 447,590.00
York County	Larkin Run Stream Restoration and BMP Facility	Improper application submission	$ 920,000.00

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 7

Grant Agreement Between the Virginia Department of Environmental Quality and Fairfax County for the Schneider Branch Segment 2 at Lee Road Stream Restoration Project (Sully District)

ISSUE:
The Board of Supervisors' (Board) authorization is requested for Fairfax County (County) to approve the Grant Agreement between the Virginia Department of Environmental Quality (DEQ) and the County that provides Stormwater Local Assistance Funds (SLAF) for the Schneider Branch Segment 2 at Lee Road Stream Restoration Project to restore approximately 1,748 linear feet of an unnamed tributary in the Cub Run watershed (Tax Map No. 34-3) using Natural Channel Design.

RECOMMENDATION:
The County Executive recommends that the Board approve the grant agreement and authorize the County Executive or his designee to sign the agreement and any subsequent amendments with the DEQ necessary to receive the SLAF grant for the Schneider Branch Segment 2 at Lee Road Stream Restoration Project.

Project Title	Project Cost	SLAF Grant Award	County Provided Funds
Schneider Branch Segment 2 at Lee Road Stream Restoration	$5,663,600	$2,831,800	$2,831,800

TIMING:
Board action is requested on August 26, 2025.

BACKGROUND:
The Virginia General Assembly created the SLAF grant to provide matching funds to local governments for planning, designing, and implementing best management practices that address cost efficiency and commitments related to reducing water quality nutrient loads.

On October 1, 2024, County staff submitted applications for SLAF grants to DEQ for three stream restoration and water quality improvement projects in response to the

Board Agenda Item
August 26, 2025

Fiscal Year 2025 SLAF grant solicitation. On January 31, 2025, (Attachment 2), DEQ announced that all projects, including this one, were selected for funding with a total award of $7,959,800. This project is scheduled to begin construction in October 2025 and will help to meet the Chesapeake Bay Total Maximum Daily Load (TMDL) requirements and improve water quality by reducing phosphorus, nitrogen, and total suspended solids in our streams.

The Schneider Branch Segment 2 at Lee Road Stream Restoration Project (Project) is located in Chantilly, within private business property surrounded by Penrose Place to the north, Sully Road to the east, Albemarle Point Place to the south, and Lee Road to the west. The Project's calculated water quality benefits are annual reductions of 196.2 pounds of total phosphorus, 569.1 pounds of total nitrogen, and 107.6 tons of total suspended sediment.

The Board is in support of the County's stormwater program which has enabled the successful planning and implementation of capital improvement projects that have resulted in these SLAF grant funding awards.

EQUITY IMPACT:
There is no adverse equity impact. The Project is in an area with vulnerability indices of 2.5 and 3.125. Stream restoration projects collectively improve environmental health by stabilizing stream banks, enhancing water quality, and reducing sediment and nutrient loads.

FISCAL IMPACT:
Funding is available in Project SD-000031, Stream and Water Quality Improvements, in Fund 40100, Stormwater Services, to support the local cash match, or the County funded portion, of $2,831,800. Grant funding of $2,831,800 will be appropriated to Fund 40100, Stormwater Services, Project SD-000031, Stream and Water Quality Improvements.

CREATION OF POSITIONS:
There will be no new position(s) created with this grant funding.

ENCLOSED DOCUMENTS:
Attachment 1 – SLAF Grant Agreement SLAF 25-25 – May 30, 2025
Attachment 2 – DEQ Authorization FY2025 SLAF – January 31, 2025

Board Agenda Item
August 26, 2025

STAFF:
Jennifer Miller, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Codding, Deputy Director, Water Resources and Infrastructure, DPWES
Joni Calmbacher, Division Director, Stormwater Planning Division, DPWES

ASSIGNED COUNSEL:
Marc E. Gori, Assistant County Attorney

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STORMWATER LOCAL ASSISTANCE FUND
GRANT AGREEMENT
SLAF Grant No.: 25-25

THIS AGREEMENT is made as of this _____ day of _____, 2025 by and between the Virginia Department of Environmental Quality (the "Department"), and Fairfax County, Virginia (the "Grantee").

Pursuant to Item 360 in Chapter 860 of the 2013 Acts of Assembly (the Commonwealth's 2013-14 Budget) (the "Act"), the General Assembly created the Stormwater Local Assistance Fund (the "Fund"). The Department is authorized, pursuant to Item 365 C in Chapter 2 of the 2024 Acts of Assembly, Special Session I, to provide matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads.

The Grantee has been approved by the Department to receive a Grant from the Fund subject to the terms and conditions herein to finance fifty percent (50%) of the cost of the Eligible Project, which consists of the planning, design and implementation of best management practices for stormwater control as described herein. The Grantee will use the Grant to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit B to this Agreement. Such other sources may include, but are not limited to, the Virginia Water Facilities Revolving Fund, Chapter 22, Title 62.1 of the Code of Virginia (1950), as amended.

This Agreement provides for payment of the Grant, design and construction of the Eligible Project, and development and implementation by the Grantee of provisions for the long-term responsibility and maintenance of the stormwater management facilities and other techniques installed under the Eligible Project. This Agreement is supplemental to the State Water Control Law, Chapter 3.1, Title 62.1 of the Code of Virginia (1950), as amended, and it does not limit in any way the other water quality restoration, protection and enhancement, or enforcement authority of the State Water Control Board (the "Board") or the Department.

ARTICLE I
DEFINITIONS

1. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

(a) "Agreement" means this Stormwater Local Assistance Fund Grant Agreement between the Department and the Grantee, together with any amendments or supplements hereto.

(b) "Authorized Representative" means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

(c) "Capital Expenditure" means any cost of a type that is properly chargeable to a capital account (or would be so chargeable with (or but for) a proper election or the application of the definition of "placed in service" under Treasury Regulation Section 1.150-2(c)) under general federal income tax principles, determined at the time the expenditure is paid.

(d) "Eligible Project" means all grant eligible items of the particular stormwater project described in Exhibit A to this Agreement to be designed and constructed by the Grantee with,

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among other monies, the Grant, with such changes thereto as may be approved in writing by the Department and the Grantee.

(e) "Eligible Project Costs" means costs of the individual items comprising the Eligible Project as permitted by the Act with such changes thereto as may be approved in writing by the Department and the Grantee. All Eligible Project Costs shall be Capital Expenditures and no Eligible Project Costs shall be Working Capital Expenditures.

(f) "Extraordinary Conditions" means unforeseeable or exceptional conditions resulting from causes beyond the reasonable control of the Grantee such as, but not limited to fires, floods, strikes, acts of God, and acts of third parties that singly or in combination cause material breach of this Agreement.

(g) "Grant" means the particular grant described in Section 4.0 of this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(h) "Total Eligible Project Budget" means the sum of the Eligible Project Costs as set forth in Exhibit B to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee.

(i) "Total Project Budget" means the sum of the Eligible Project Costs (with such changes thereto as may be approved in writing by the Department and the Grantee) plus any ineligible costs that are solely the responsibility of the Grantee, as set forth in Exhibit B to this Agreement.

(j) "Project Engineer" means the Grantee's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Grantee as the Grantee's engineer for the Eligible Project in a written notice to the Department.

(k) "Project Schedule" means the schedule for the Eligible Project as set forth in Exhibit C to this Agreement, with such changes thereto as may be approved in writing by the Department and the Grantee. The Project Schedule assumes timely approval of adequate plans and specifications and timely reimbursement in accordance with this Agreement by the Department.

(l) "Working Capital Expenditure" means any cost that is not a Capital Expenditure. Generally, current operating expenses are Working Capital Expenditures.

(m) "VPBA" means the Virginia Public Building Authority, a political subdivision of the Commonwealth of Virginia.

(n) "VPBA Bonds" means (i) the Virginia Public Building Authority Public Facilities Revenue Bonds, Series 2013A, which were issued by VPBA on February 21, 2013, (ii) any other bonds issued by VPBA, the proceeds of which are used in whole or in part to provide funds for the making of the Grant, and (iii) any refunding bonds related thereto.

ARTICLE II
SCOPE OF PROJECT

2. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation as described in Exhibit A to this Agreement.

ARTICLE III

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SCHEDULE

3. The Grantee will cause the Eligible Project to be designed, constructed and placed in operation in accordance with the Project Schedule in Exhibit C to this Agreement. The Grantee agrees that the Grant may only be used to cover costs incurred and expended during the period beginning **May 1, 2022,** and ending **October 1, 2026**.

ARTICLE IV
COMPENSATION

4.0. Grant Amount. The total Grant award from the Fund under this Agreement is up to **$2,831,800.00** and represents the Commonwealth's fifty percent (50%) share of the Total Eligible Project Budget. Any material changes made to the Eligible Project after execution of this Agreement, which alters the Total Eligible Project Budget, will be submitted to the Department for review of grant eligibility. The amount of the Grant award set forth herein may be modified from time to time by agreement of the parties to reflect changes to the Eligible Project or the Total Eligible Project Budget.

4.1 Project Budget Changes. Project Budget changes that exceed the lesser of $100,000 or 10% of the Project Budget total must be approved in advance in writing by the Department through a formal Agreement modification issued in accordance with Section 7.3. The Grantee must notify the Department in advance via email of any Project Budget changes that do not exceed this threshold. This threshold is cumulative of all Project Budget changes made over time. Any Project Budget changes must be otherwise in accordance with this Agreement. The Department is under no obligation to reimburse any expenses that do not satisfy this provision.

4.2. Payment of Grant. Disbursement for professional services (planning and design) can commence upon execution of the Grant, with reimbursement available for expenses up to twenty-five (25%) of physical construction costs. Disbursement for the remaining reimbursable costs can commence once the final project budget, based on as-bid or contractual costs, is approved and a grant modification is executed. The Department will notify the Grantee when the eligibility to submit reimbursement requests has been approved. Disbursement of the Grant will be conducted in accordance with the payment provisions set forth in Section 4.2 herein and the eligibility determinations made in the Total Project Budget (Exhibit B).

4.3. Disbursement of Grant Funds. Disbursement requests shall be submitted no less than once every forty-five (45) calendar days while the project is incurring eligible expenses specific to the grant referenced herein. Any alternative schedule request must be received in writing and approved by the Department prior to the disbursement request receipt deadline. The Department will disburse the Grant to the Grantee no more frequently than once per calendar month for approved eligible reimbursements, with a minimum reimbursement amount of ten thousand ($10,000.00) dollars (excluding initial professional services payments and the final payment), upon receipt by the Department of the following:

(a) A requisition for approval by the Department, signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence that costs in the Total Eligible Project Budget, including the applicable local share for the portion of the Eligible Project covered by such requisition, have been incurred or expended and all other information called for by, and otherwise being in the form of, Exhibit D to this Agreement.

(b) If any requisition includes an item for payment for labor or to contractors, builders or material men, a certificate, signed by the Project Engineer, stating that such work was actually

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performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Eligible Project.

Upon receipt of each such requisition and accompanying certificate(s) and schedule(s), the Department shall request disbursement of the Grant to the Grantee in accordance with such requisition to the extent approved by the Department.

Except as may otherwise be approved by the Department, disbursements shall be held at ninety-five percent (95%) of the total Grant amount to ensure satisfactory completion of the Eligible Project. Satisfactory completion includes the submittal to the Department the Responsibilities & Maintenance Plan required by Section 5.1 herein. Upon receipt from the Grantee of the certificate specified in Section 4.5 and a final requisition detailing all retainage to which the Grantee is then entitled, the Department, subject to the provisions of this section and Section 4.3 herein, shall request disbursement to the Grantee of the final payment from the Grant.

4.4. Application of Grant Funds. The Grantee agrees to apply the Grant solely and exclusively to the reimbursement of Eligible Project Costs. The Grantee represents and warrants that the average reasonably expected economic life of the assets to be financed with the Grant is set forth in Exhibit E attached hereto.

4.5. Agreement to Complete Project. The Grantee agrees to cause the Eligible Project to be designed and constructed, as described in Exhibit A to this Agreement, and in accordance with (i) the schedule in Exhibit C to this Agreement and (ii) plans and specifications prepared by the Project Engineer and approved by the Department.

4.6. Notice of Substantial Completion. When the Eligible Project has been completed, the Grantee shall promptly deliver to the Department a certificate signed by the Authorized Representative and by the Project Engineer stating (i) that the Eligible Project has been completed substantially in accordance with the approved plans and specifications and addenda thereto, and in substantial compliance with all material applicable laws, ordinances, rules, and regulations; (ii) the date of such completion; (iii) that all certificates of occupancy and operation necessary for start-up for the Eligible Project have been issued or obtained; and (iv) the amount, if any, to be released for payment of the final Eligible Project Costs.

4.7. Source of Grant Funds; Reliance. The Grantee represents that it understands that the Grant funds are derived from the proceeds of the VPBA Bonds, the interest on which must remain excludible from gross income for federal income tax purposes (that is, "tax- exempt") pursuant to contractual covenants made by VPBA for the benefit of the owners of the VPBA Bonds. The Grantee further represents that (a) the undersigned Authorized Representative of the Grantee has been informed of the purpose and scope of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, as they relate to the VPBA Bonds and the Grant, and (b) the representations and warranties contained in this Agreement can be relied on by VPBA and bond counsel to VPBA in executing certain documents and rendering certain opinions in connection with the VPBA Bonds.

ARTICLE V
RESPONSIBILITIES AND MAINTENANCE PLAN

5.0 Plan Submittal. No later than thirty (30) days from the date of the Notice of Substantial Completion, the Grantee shall submit to the Department a Responsibilities and Maintenance Plan for the Eligible Project.

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5.1 Plan Elements. The plan required by Section 5.0 shall include a description of the project type, a recommended schedule of inspection and maintenance, and the identification of a person, persons or position within an organization responsible for administering and maintaining the plan for the useful service life of the installed facilities. If the Eligible Project includes construction on private property, the plan shall document the Grantee's right to access the Eligible Project for purposes of implementing the plan required by Section 5.0.

5.2 Recordation. Long-term responsibility and maintenance requirements for stormwater management facilities located on private property shall be set forth in an instrument recorded in the local land records and shall be consistent with 9VAC25-875-130 of the Virginia Erosion and Stormwater Management Regulation.

5.3 Project Verification Process. Upon completion of the Project's third full year of operation, the Department shall complete a Verification Inspection of the project to document any deficiencies warranting repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee.

(a) The Grantee may elect to either correct the deficiencies and provide the Department evidence of the correction or repay the entirety of the Grant funds.

(b) If the Grantee elects to correct the deficiencies, the deficiency repair shall commence no later than 30 days after the notice of deficiency by the Department and shall be completed within 120 days of the notice of deficiency, or in compliance with a plan and schedule approved by the Department.

(c) Upon completion of the deficiency repair, the Department shall complete a Final Inspection of the deficiency repair. The Department may elect to conduct a Verification Inspection three year(s) following completion of the deficiency repair. If the Verification Inspection indicates deficiencies warranting repair exist, the Department will provide notice of such deficiencies to the Grantee, and the Grantee and the Department will proceed through actions pursuant to Section 5.3(a) through 5.3(c) until completion of the Project is approved by the Department.

(d) Noncompliance with the deadlines described in Section 5.3(b) may result in a material breach as described in Section 6.0.

ARTICLE VI
MATERIAL BREACH

6.0. Material Breach. Any failure or omission by the Grantee to perform its obligations under this Agreement, unless excused by the Department, is a material breach.

6.1. Notice of Material Breach. If at any time the Grantee determines that it is unable to perform its obligations under this Agreement, the Grantee shall promptly provide written notification to the Department. This notification shall include a statement of the reasons it is unable to perform, any actions to be taken to secure future performance and an estimate of the time necessary to do so.

6.2. Monetary Assessments for Breach. In no event shall total Monetary Assessments for Breach pursuant to this Agreement exceed the grant amount. In case of Material Breach, Grant funds will be re-paid into the State Treasury and credited to the Fund. Within 90 days of receipt of written demand from the Department, the Grantee shall re-pay the Grant funds for the corresponding material breaches of this Agreement unless the Grantee asserts a defense pursuant to the requirements of Section 6.3 herein.

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(a) Noncompliance with deadlines established pursuant to Section 5.3 shall result in a monetary assessment of $500 per day for the first 10 days of noncompliance, and $1,000 for each day of noncompliance thereafter.

6.3 Extraordinary Conditions. The Grantee may assert, and it shall be a defense to any action by the Department to collect Grant funds or otherwise secure performance of this Agreement that the alleged non-performance was due to Extraordinary Conditions, provided that the Grantee:

(a) takes reasonable measures to effect a cure or to minimize any non-performance with the Agreement, and

(b) provides written notification to the Department of the occurrence of Extraordinary Conditions, together with an explanation of the events or circumstances contributing to such Extraordinary Conditions, no later than 10 days after the discovery of the Extraordinary Conditions.

If the Department disagrees that the events or circumstances described by the Grantee constitute Extraordinary Conditions, the Department must provide the Grantee with a written objection within sixty (60) days of Grantee's notice under paragraph 6.3(b), together with an explanation of the basis for its objection.

6.4 Resolution and Remedy. If no resolution is reached by the parties, the Department may immediately bring an action in the Circuit Court of the City of Richmond to recover part or all of the Grant funds. In any such action, the Grantee shall have the burden of proving that the alleged noncompliance was due to Extraordinary Conditions. The Grantee agrees to venue to any such action in the Circuit Court of the City of Richmond, either north or south of the James River in the option of the Department.

6.5 Indemnification. To the extent permitted by law and subject to legally available funds, the Grantee shall indemnify and hold the Department, the Fund, VPBA and the owners of the VPBA Bonds, and their respective members, directors, officers, employees, attorneys and agents (the "Indemnitees"), harmless against any and all liability, losses, damages, costs, expenses, penalties, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with any misrepresentation, breach of warranty, noncompliance or default by or on behalf of the Grantee under this Agreement, including, without limitation, all claims or liability (including all claims of and liability to the Internal Revenue Service) resulting from, arising out of or in connection with the loss of the excludability from gross income of the interest on all or any portion of the VPBA Bonds that may be occasioned by any cause whatsoever pertaining to such misrepresentation, breach, noncompliance or default, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by any of the Indemnitees in connection therewith. This paragraph shall not constitute an express or implied waiver of any applicable immunity afforded the Grantee.

ARTICLE VII
GENERAL PROVISIONS

7.0. Effect of the Agreement on Permits. This Agreement shall not be deemed to relieve the Grantee of its obligations to comply with the terms of its Virginia Pollutant Discharge Elimination System (VPDES) and/or Virginia Water Protection (VWP) permit(s) issued by the Board. This Agreement does not obviate the need to obtain, where required, any other State or Federal permit(s).

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7.1. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

7.2. Non-Waiver. No waiver by the Department of any one or more defaults by the Grantee in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults of whatever character.

7.3. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Department. No alteration, amendment or modification of the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto. This Agreement may be modified by agreement of the parties for any purpose.

7.4. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements which are made a part of this Agreement by reference, the provisions of this Agreement shall control.

7.5. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

7.6. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

7.7. Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Grantee further agrees to comply with all laws and regulations applicable to the Grantee's performance of its obligations pursuant to this Agreement.

7.8. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Eligible Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after the final Verification Inspection. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Grantee, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

7.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.10. Notices. All notices given hereunder shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed to have been received at the earliest of: (a) the date of actual receipt of such notice by the addressee, (b) the date of the actual delivery of the notice to the address of the addressee set forth below, or (c) five (5) days after the sender deposits it in the mail properly addressed. All notices required or permitted to be served upon either party hereunder shall be directed to:

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Department: Virginia Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn: CWFAP Deputy Director

Grantee: Fairfax County
1200 Government Center Parkway, Ste. 449
Fairfax, Virginia 22035
Attn: Jasdeep Saini, Engineer III
Jasdeep.saini@fairfaxcounty.gov

7.11. Successors and Assigns Bound. This Agreement shall extend to and be binding upon the parties hereto, and their respective legal representatives, successors and assigns.

7.12. Exhibits. All exhibits to this Agreement are incorporated herein by reference.

ARTICLE VIII
COUNTERPARTS

8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

ARTICLE IX
CREDIT GENERATION

9. Any land area generating stream or wetland mitigation credits from the Eligible Project is not eligible for the generation of any other environmental credits, including credits associated with nonpoint source nutrient banks, either upon completion of the project or anytime thereafter. Any project designs approved by the Department under the Grant may not meet the design requirements for approval from other State or Federal water programs. The Grantee is responsible for obtaining information on design and permit requirements for the type of environmental credit they are seeking.

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WITNESS the following signatures, all duly authorized.

DEPARTMENT OF ENVIRONMENTAL QUALITY

By: Edwards Alvie xqp92569 Digitally signed by: Edwards Alvie xqp92569 DN: CN = Edwards Alvie xqp92569 OU = COV-Users, End-Users, DEQ Date: 2025.05.28 12:11:40 -04'00' Date: _____

Alvie Edwards
Director of Administration
(804) 898-9883
alvie.edwards@deq.virginia.gov

FAIRFAX COUNTY, VIRGINIA

By: _____ Date: _____

Bryan J. Hill
County Executive
(703) 324-2531
CEXBryanHill@fairfaxcounty.gov

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EXHIBIT A

ELIGIBLE PROJECT DESCRIPTION

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-25

Schneider Branch 2 at Lee Road: The Schneider Branch Segment 2 at Lee Road stream restoration project will restore approximately 1748 linear feet of an unnamed tributary in the Cub Run watershed using Natural Channel Design. The project is located in Chantilly, Virginia, within private business property surrounded by Penrose Place to the north, Sully Road to the East, Albemarle Point Place to the South, and Lee Road to the West. Restoration objectives include stream bed and bank stabilization, infrastructure protection, water quality improvement, aquatic and riparian habitat enhancement, and floodplain reconnection. The project will provide a stable cross section dimension, pattern, and profile for the stream; utilize instream rock and wood structures to provide stability and enhance habitat; and restore a native riparian buffer. The project will maintain channel capacity, provide long-term stability, and reduce sediment and nutrient loads conveyed downstream.

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EXHIBIT B

TOTAL PROJECT BUDGET

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-25

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Project Category / Project Name	Project Cost	SLAF Eligible	Grant %	Grant Amount
Design Engineering				
Schneider Branch 2 at Lee Road	$329,500.00	$329,500.00	50.00%	$164,750.00
Sub-Total	$329,500.00	$329,500.00		$164,750.00
Construction				
Schneider Branch 2 at Lee Road	$4,835,000.00	$4,835,048.00	50.00%	$2,417,524.00
Sub-Total	$4,835,000.00	$4,835,048.00		$2,417,524.00
Other				
Schneider Branch 2 at Lee Road				
Legal/Administration	$5,300.00	$5,300.00	50.00%	$2,650.00
Project Inspection Fees	$252,000.00	$252,000.00	50.00%	$126,000.00
Construction Contingency	$241,800.00	$241,752.00	50.00%	$120,876.00
Sub-Total	$499,100.00	$499,052.00		$249,526.00
TOTALS	**$5,663,600.00**	**$5,663,600.00**		**$2,831,800.00**

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EXHIBIT C

PROJECT SCHEDULE

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-25

The Grantee has proposed the following schedule of key activities/milestones as a planning tool which may be subject to change. Unless authorized by a grant modification, it is the responsibility of the Grantee to adhere to the anticipated schedule for the Eligible Project as follows:

Project Name	Project Description / Milestone	Schedule / Timeline
Schneider Branch 2 at Lee Road	Start Planning	May 2022
	Complete Planning	March 2025
	Start Construction	October 2025
	Complete Construction	October 2026

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The Grantee has proposed the following estimates for the grant funds for which it will request reimbursement:

Quarter	Estimated Amount of Grant Funds to be Requested for Reimbursement
April – June 2025	
July – September 2025	
October – December 2025	
January – March 2026	
April – June 2026	
July – September 2026	
October – December 2026	
January – March 2027	
April – June 2027	
July – September 2027	
October – December 2027	

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EXHIBIT D

REQUISITION FOR REIMBURSEMENT
(To be on Grantee's Letterhead)

Department of Environmental Quality
Clean Water Financing and Assistance Program
P.O. Box 1105
Richmond, VA 23218
Attn.: CWFAP Deputy Director

RE: **Stormwater Local Assistance Fund Grant**

SLAF Grant No.: 25-25
Schneider Branch 2 at Lee Road

Dear Deputy Director:

This requisition, Number ____, is submitted in connection with the referenced Grant Agreement, dated as of [*insert date of grant agreement*] between the Virginia Department of Environmental Quality and _____. Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of $_____, for the purposes of payment of the Eligible Project Costs as set forth on Schedule I attached hereto.

Copies of invoices relating to the items for which payment is requested are attached.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment of Eligible Project Costs that are Capital Expenditures.

This requisition includes (if applicable) an accompanying Certificate of the Project Engineer as to the performance of the work.

Sincerely,

_____Date:_____
(Authorized Representative of the Grantee)

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CERTIFICATE OF THE PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-25

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20__, submitted by the _____(the "Grantee") to the Virginia Department of Environmental Quality. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Project Engineer for _____ hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or material men, such work was actually performed or such materials, supplies, or equipment were actually furnished to or installed in the Eligible Project.

_____
(Project Engineer)

_____
(Date)

Docusign Envelope ID: C8CC304B-D9A3-4AC8-A04A-394B2C580663

SCHEDULE 1

STORMWATER LOCAL ASSISTANCE FUND

FORM TO ACCOMPANY REQUEST FOR REIMBURSEMENT

REQUISITION # _____

Grantee: Fairfax County

SLAF Grant No.: 25-25 **CERTIFYING SIGNATURE**: _____ **DATE**: _____ **TITLE:**_____

Cost Category	Total Project Budget	SLAF Eligible Project Budget	SLAF Grant Budget	Eligible Expenditures This Period	Current Grant Payment	Previous Grant Disbursements	Total Grant Payments to Date	SLAF Grant Balance
Design Engineering								
Schneider Branch 2 at Lee Road	$329,500.00	$329,500.00	$164,750.00	$0.00	$0.00	$0.00	$0.00	$164,750.00
Sub-Total	$329,500.00	$329,500.00	$164,750.00	$0.00	$0.00	$0.00	$0.00	$164,750.00
Construction								
Schneider Branch 2 at Lee Road	$4,835,000.00	$4,835,048.00	$2,417,524.00	$0.00	$0.00	$0.00	$0.00	$2,417,524.00
Sub-Total	$4,835,000.00	$4,835,048.00	$2,417,524.00	$0.00	$0.00	$0.00	$0.00	$2,417,524.00
Other								
Schneider Branch 2 at Lee Road								
Legal/Administration	$5,300.00	$5,300.00	$2,650.00	$0.00	$0.00	$0.00	$0.00	$2,650.00
Project Inspection Fees	$252,000.00	$252,000.00	$126,000.00	$0.00	$0.00	$0.00	$0.00	$126,000.00
Construction Contingency	$241,800.00	$241,752.00	$120,876.00	$0.00	$0.00	$0.00	$0.00	$120,876.00
Sub-Total	$499,100.00	$499,052.00	$249,526.00	$0.00	$0.00	$0.00	$0.00	$249,526.00
Totals	**$5,663,600.00**	**$5,663,600.00**	**$2,831,800.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,831,800.00**

Total Grant Amount:	$2,831,800.00
Previous Disbursements:	$0.00
This Request:	$0.00
Grant Proceeds Remaining:	$2,831,800.00

Docusign Envelope ID: C8CC304B-D9A3-4AC8-A04A-394B2C580663

EXHIBIT E

DETERMINATION OF AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Grantee: Fairfax County, Virginia

SLAF Grant No.: 25-25

The Internal Revenue Code of 1986, as amended, limits the length of average maturity for certain tax-exempt bonds, such as the VPBA Bonds, to no more than 120% of the average reasonably expected economic life of the assets being financed with the proceeds of such bonds. This life is based on Revenue Procedure 62-21 as to buildings and Revenue Procedures 83-35 and 87-56 as to equipment and any other assets. In this Exhibit, the Grantee will certify as to the average reasonably expected economic life of the assets being financed by the Grant.

Please complete the attached chart as follows:

Step 1. Set forth in Column II the corresponding total cost of each type of asset to be financed with the Grant.

Step 2. Set forth in Column III the economic life of each type of asset listed in accordance with the following:

Land. Exclude the acquisition of any land financed with a portion of the Grant funds from the economic life calculation.

Land Improvements. Land improvements (i.e., depreciable improvements made directly to or added to land) include sidewalks, roads, canals, waterways, site drainage, stormwater retention basins, drainage facilities, sewers (excluding municipal sewers), wharves and docks, bridges, fences, landscaping, shrubbery and all other general site improvements, not directly related to the building. Buildings and structural components are specifically excluded. 20 years is the economic life for most stormwater projects.

Buildings. Forty years is the economic life for most buildings.

Equipment. Please select an Asset Depreciation Range ("ADR") midpoint or class life for each item of equipment to be financed. The tables of asset guideline classes, asset guideline periods and asset depreciation ranges included in IRS Revenue Procedures 83-35 and 87-56 may be used for reference. To use the tables, you should first determine the asset guideline class in which each item of equipment falls. General business assets fall into classes 00.11 through 00.4 to the extent that a separate class is provided for them. Other assets, to the extent that a separate class is provided, fit into one or more of classes 01.1 through 80.0. Subsidiary assets (jigs, dies, molds, patterns, etc.) are in the same class as are the other major assets in an industry activity unless the subsidiary assets are classified separately for that industry. Each item of equipment should be classified according to the activity in which it is primarily used. If the equipment is not described in any asset guideline class, its estimated economic life must be determined on a case by case basis.

Contingency. Any amounts shown on the Project Budget as "contingency" should be assigned to the shortest-lived asset. For example, contingency for a stormwater project should likely be given an economic life of 20 years.

Step 3. Set forth in Column IV the date each asset is expected to be placed in service. An asset

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is first placed in service when it is first placed in a condition or state of readiness and available for a specifically assigned function. For example, the placed in service date for a stormwater project is likely the project's expected completion date.

Step 4. Determine the adjusted economic life of the asset in Column V by adding the amount of time between February 21, 2013 (the earliest date upon which the VPBA Bonds were issued) and the specified placed in service date from Column IV. For example, if a stormwater project with an economic life of 20 years will be placed in service 2 years after February 21, 2013, then the adjusted economic life for such stormwater project should be 22.

Step 5. For Column VI, multiply the Total Costs Financed with the Grant from Column II by the Adjusted Economic Life from Column V for each type of asset.

Step 6. Total all the entries in Column II and in Column VI.

Step 7. Divide the total of Column VI by the total of Column II. The quotient is the average reasonable expected economic life of the assets to be financed with the Grant.

AVERAGE REASONABLY EXPECTED ECONOMIC LIFE OF PROJECT ASSETS

Column I	Column II	Column III	Column IV	Column V	Column VI
Asset	**Total Cost Financed with Grant**	**Economic Life**	**Date Asset Placed in Service**	**Adjusted Economic Life**	**Column II x Column V**
Land Improvements					
Building					
Equipment					
Contingency					
TOTAL	$_____				$_____

Average Reasonably Expected Economic Life: Total of Column VI ÷ Total of Column II = _____

Docusign Envelope ID: C8CC304B-D9A3-4AC8-A04A-394B2C580663

Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

www.deq.virginia.gov

Stefanie K. Taillon
Acting Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director

MEMORANDUM

To: **Michael S. Rolband, Director of DEQ**

Through: **Alvie Edwards, Director of Administration**

From: **Kelly Ward, Deputy Director, Clean Water Financing and Assistance**

Date: **January 30, 2025**

Subject: **Authorization of FY 2025 SLAF Project Funding List**

Purpose

The Virginia General Assembly created and set forth specific parameters for the administration of the Stormwater Local Assistance Fund (SLAF) by the Department of Environmental Quality (DEQ) in 2013. The SLAF program provides matching grants to local governments for the planning, design, and implementation of stormwater best management practices in order to reduce water quality pollutant loads. In accordance with legislation, the State Water Control Board (Board) approved guidelines for the implementation of the SLAF program in 2013, with those guidelines revised most recently by the Board in June 2022. The guidelines call for an annual solicitation of applications, an application review and ranking process, and the authorization of a Project Funding List by the Director of DEQ.

To date, 357 projects totaling approximately $212 million have been authorized. The tenth solicitation for SLAF applications was conducted for fiscal year (FY) 2025, and the applications received by DEQ have been evaluated in accordance with the approved guidelines. This memorandum provides the results of the evaluation and DEQ staff recommendations for approval.

Applications Received

On August 1, 2024, DEQ solicited SLAF applications from all local governments in the Commonwealth with an October 1, 2024, deadline for submission. DEQ received applications from 22 localities totaling $37,073,245 for 27 stormwater projects and 4 nutrient credit purchases. In addition, the General Assembly appropriated $10,000,000 for eight projects within two localities that were reviewed during this evaluation.

Funding Availability for FY 2025

In FY 2024, no additional SLAF funding was provided to DEQ and the remaining unobligated balance totaled $58,663,103, with $10,000,000 restricted based on General Assembly appropriation to the City of Falls Church ($9,000,000) and York County ($1,000,000). As a result, $48,663,103 is available for the FY 2025 award cycle.

Application Evaluations

All 35 stormwater projects and 4 nutrient credit purchase projects were evaluated in accordance with the program's eligibility requirements and priority ranking criteria, with the funding amount requested totaling

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$47,073,245. After review of the applications, it was determined that several projects did not meet eligibility requirements and staff recommend denial of the projects noted in Table 3.

In accordance with the SLAF Guidelines, the project funding list was drafted to provide the greatest financial and environmental benefit to as many communities as possible. Staff recommends waiving the maximum grant amount of $5,000,000 per locality due to adequate funding for the FY 2025 SLAF projects, resulting in Fairfax and Loudoun Counties receiving $7,959,800 and $5,453,790, respectively.

Conclusion and Staff Recommendation

Following a thorough evaluation of eligibility, priority ranking, funding availability, and site visits several projects, the proposed Project Funding List for the tenth round of SLAF funding includes 22 stormwater projects and 4 nutrient credit purchases as noted in Table 1, along with 8 projects specifically funded by General Assembly appropriations as noted in Table 2. The total FY 2025 grant award authorization request is $41,988,162 for 34 projects across 19 localities. Without further appropriation or changes to obligations, the amount remaining for the FY2026 SLAF Solicitation is $16,674,941.

DEQ staff recommend the Director of DEQ authorize the enclosed Project Funding List which includes localities and projects for SLAF matching grant assistance, subject to compliance with the program requirements and the receipt of construction bids.

Authorized by:

X Approved as recommended

____Not approved as recommended

Michael S. Rolband, PE, PWD, PWS Emeritus
Director of DEQ

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STORMWATER LOCAL ASSISTANCE FUND
FISCAL YEAR 2025 PROJECT FUNDING LIST

Table 1: Project Funding List 1/30/25

Grant Recipient	Project Name	Total Phosphorus Cost Per Pound	Point Total	Total Project Cost	Proposed Grant Amount	Grant Percentage
City of Petersburg	Project A Stream Restoration	$ 24,926.36	553	$ 1,370,950	$ 685,475	50%
	Project C Stream Restoration	$ 11,307.69	477	$ 1,176,000	$ 588,000	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 2,546,950**	**$ 1,273,475**	50%
City of Harrisonburg	FY25 Permanent Water Quality Credit Purchase	$ 9,388.60	514	**$ 2,909,340**	**$ 1,454,670**	50%
Prince William County	Upper Dewey Creek Stream Restoration	$ 32,329.22	476	**$ 9,957,400**	**$ 4,978,700**	50%
Loudoun County	Westpark Passive Park	$ 11,711.99	472	$ 8,280,380	$ 4,140,190	50%
	MD1745 Stormwater Pond Retrofit	$ 20,544.89	401	$ 1,380,000	$ 690,000	50%
	Potomac Greene Stream Restoration	$ 37,954.96	327	$ 1,247,200	$ 623,600	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 10,907,580**	**$ 5,453,790**	50%
York County	Brightwood Stream Restoration	$ 9,852.22	458	**$ 1,000,000**	**$ 500,000**	50%
City of Waynesboro	Constructed Wetlands and Extended Detention	$ 13,833.17	457	**$ 1,518,000**	**$ 759,000**	50%
Chesterfield County	Debonair Acres Nutrient Bank	$ 9,800.00	455	$ 1,647,282	$ 823,641	50%
	Buffalo Junction Nutrient Bank	$ 13,498.58	439	$ 352,718	$ 176,359	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 2,000,000**	**$ 1,000,000**	50%
City of Manassas Park	Pond 1 Retrofit	$ 20,816.26	454	**$ 889,895**	**$ 444,947**	50%
City of Portsmouth	Green Lake Level II Wet Pond Retrofit	$ 19,778.67	454	**$ 1,867,304**	**$ 933,652**	50%
City of Falls Church	FY25 Nonpoint Source Nutrient Purchase	$ 8,648.65	451	**$ 640,000**	**$ 320,000**	50%
Town of Warrenton	Pond C Retrofit	$ 39,815.80	424	$ 650,192	$ 325,096	50%
	Rady Park Cattail Branch Stream Restoration	$ 22,859.23	397	$ 959,402	$ 479,701	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 1,609,594**	**$ 804,797**	50%
City of Charlottesville	Rivanna Restoration - Riverview Park	$ 8,391.24	414	**$ 1,215,220**	**$ 607,610**	50%
Fairfax County	Pimmit Run at George C. Marshall High School	$ 40,967.08	403	$ 3,609,200	$ 1,804,600	50%
	Dead Run at Georgetown Pike	$ 22,531.53	387	$ 6,646,800	$ 3,323,400	50%
	Schneider Branch 2 at Lee Road	$ 86,203.96	222	$ 5,663,600	$ 2,831,800	50%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 15,919,600**	**$ 7,959,800**	50%
City of Richmond	Broad Rock Creek Stream Restoration	$ 22,624.37	396	**$ 4,353,607**	**$ 2,002,659**	46%
Town of Herndon	Sugarland Run North Stream Restoration	$ 55,732.68	371	**$ 1,166,485**	**$ 583,242**	50%
City of Manassas	Sills Warehouse Pond Retrofit	$ 159,698.76	355	**$ 1,030,057**	**$ 515,028**	50%
James City County	Landing Circle Stream Restoration	$ 47,722.90	400	**$ 739,705**	**$ 369,852**	50%
Arlington County	Gulf Branch Stream	$ 26,056.71	352	**$ 3,069,481**	**$ 1,471,190**	48%
City of Virginia Beach	Salem Village Park Water Quality Improvement	$ 92,625.00	202	**$ 1,111,500**	**$ 555,750**	50%
Total Funded SLAF Applications				**$ 64,451,718**	**$ 31,988,162**	

Table 2: Project Funding List from General Assembly Appropriations 1/30/25

Grant Recipient	Project Name	Total Phosphorus Cost Per Pound	Point Total	Total Project Cost	Proposed Grant Amount	Grant Percentage
York County	Queens Lake Erosion Control	N/A	N/A	$ 1,200,000	$ 500,000	42%
	Queens Lake Wetlands Restoration	N/A	N/A	$ 1,033,947	$ 500,000	48%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 2,233,947**	**$ 1,000,000**	45%
City of Falls Church	Greening of Lincoln	N/A	N/A	$ 8,192,192	$ 3,035,192	37%
	Hillwood East	N/A	N/A	$ 1,155,192	$ 870,014	75%
	Sherrow Avenue	N/A	N/A	$ 2,127,949	$ 1,599,234	75%
	Harrison Branch	N/A	N/A	$ 3,585,000	$ 3,285,000	92%
	Roberts Park	N/A	N/A	$ 450,000	$ 105,280	23%
	City Hall Parking	N/A	N/A	$ 300,000	$ 105,280	35%
	Subtotal (Project Cost & Proposed Grant Amount)			**$ 15,810,333**	**$ 9,000,000**	57%
Total Funded SLAF Projects from General Assembly Appropropriations				**$ 18,044,280**	**$ 10,000,000**	

Table 3: Ineligible Project List 1/30/25

Grant Recipient	Project Name	Reason for Ineligibility	Total Project Cost
Prince George County	Birchett Reach 1 Phase 2	No soils bulk density or nutrient concentration data provided	$ 1,066,975.00
Town of Leesburg	Tuscarora Creek Stream Restoration	No soils bulk density or nutrient concentration data provided	$ 6,678,000.00
James City County	Westmont Drive Stream Restoration	No soils bulk density or nutrient concentration data provided	$ 1,057,600.00
Town of Rocky Mount	Unnamed Tributary to Furnace Creek Stream Restoration	No soils bulk density or nutrient concentration data provided	$ 447,590.00
York County	Larkin Run Stream Restoration and BMP Facility	Improper application submission	$ 920,000.00

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 8

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Newington Road (Mount Vernon District)

ISSUE:
Board endorsement of Traffic Calming measures as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution (Attachment 1) endorsing a traffic calming plan for Newington Road (Attachment 2) consisting of the following:

- Four Speed Humps on Newington Road (Mount Vernon District)
- One Speed Table on Newington Road (Mount Vernon District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measure(s) as soon as possible.

TIMING:
Board action is requested on August 26, 2025, to allow the proposed measure(s) to be installed as soon as possible.

BACKGROUND:
As part of RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners or civic association. Traffic calming employs the use of physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, or median islands to reduce the speed of traffic on a residential street. Staff performs engineering studies documenting the attainment of qualifying criteria. Staff works with the local Supervisor's office and community to determine the viability of the requested traffic calming measure to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted for approval to the residents within the ballot area in the adjacent community.

Board Agenda Item
August 26, 2025

On July 16, 2025, FCDOT received verification from the Mount Vernon District Supervisor's office confirming community support for the Newington Road traffic calming plan.

EQUITY IMPACT:
None.

FISCAL IMPACT:
Funding in the amount of $86,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:
Attachment 1: Traffic Calming Resolution for Newington Road.
Attachment 2: Traffic Calming Plan for Newington Road.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
NEWINGTON ROAD
MOUNT VERNON DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, August 26, 2025, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of Newington Road have requested the Mount Vernon District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Newington Road; and

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Newington Road indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

WHEREAS, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

WHEREAS, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

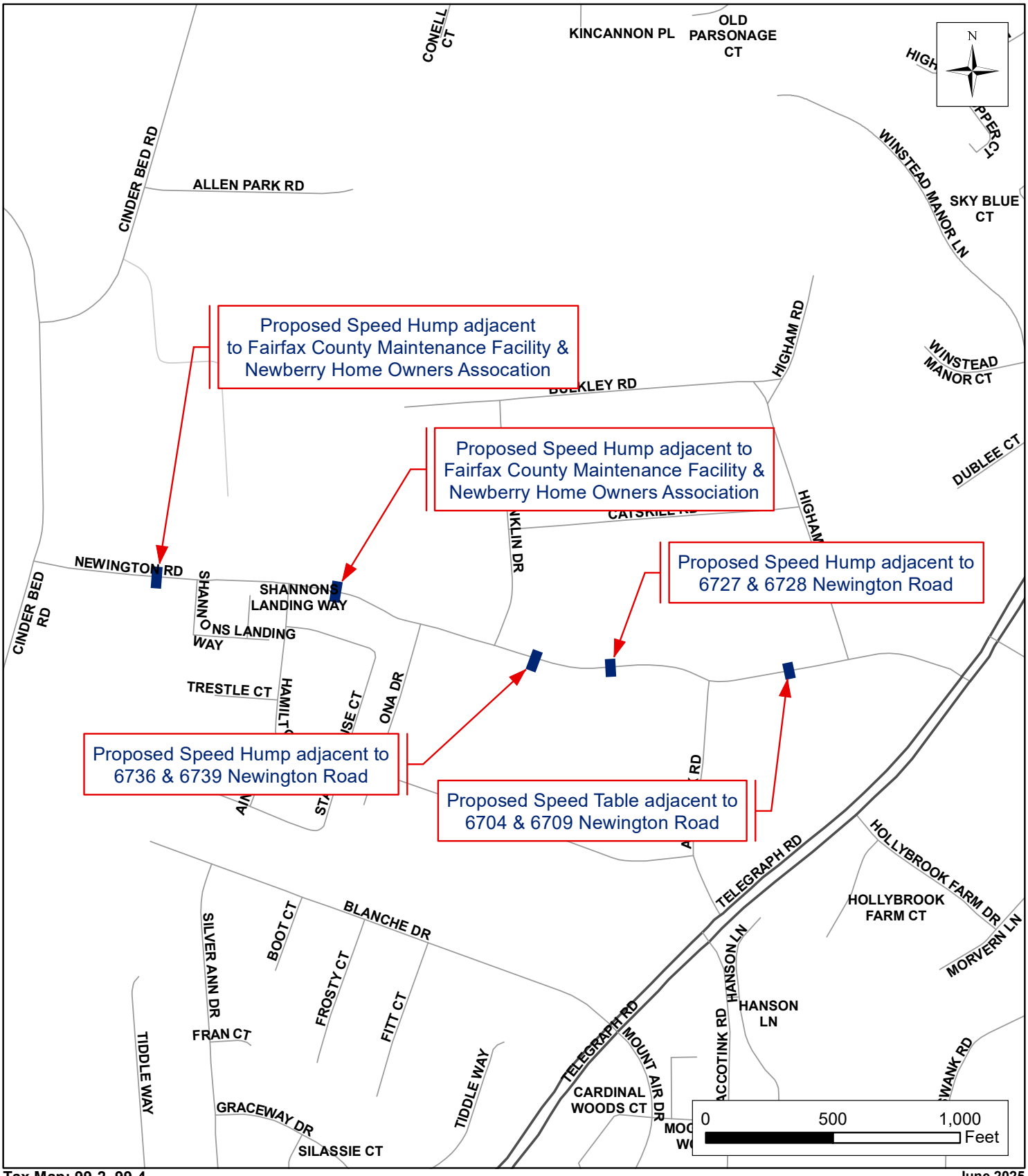
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Newington Road as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 26th day of August, 2025.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 99-2, 99-4

June 2025

Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Newington Road
Mount Vernon District

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 9

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Fairchild Drive (Franconia District)

ISSUE:
Board endorsement of Traffic Calming measures as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution (Attachment 1) endorsing a traffic calming plan for Fairchild Drive (Attachment 2) consisting of the following:

- Three Speed Humps on Fairchild Drive (Franconia District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measure(s) as soon as possible.

TIMING:
Board action is requested on August 26, 2025, to allow the proposed measure(s) to be installed as soon as possible.

BACKGROUND:
As part of RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners or civic association. Traffic calming employs the use of physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, or median islands to reduce the speed of traffic on a residential street. Staff performs engineering studies documenting the attainment of qualifying criteria. Staff works with the local Supervisor's office and community to determine the viability of the requested traffic calming measure to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted for approval to the residents within the ballot area in the adjacent community.

On June 6, 2025, FCDOT received verification from the Franconia District Supervisor's office confirming community support for the Fairchild Drive traffic calming plan.

Board Agenda Item
August 26, 2025

EQUITY IMPACT:
None.

FISCAL IMPACT:
Funding in the amount of $56,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:
Attachment 1: Traffic Calming Resolution for Fairchild Drive.
Attachment 2: Traffic Calming Plan for Fairchild Drive.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
FAIRCHILD DRIVE
FRANCONIA DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, August 26, 2025, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of Fairchild Drive have requested the Franconia District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Fairchild Drive; and

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Fairchild Drive indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

WHEREAS, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

WHEREAS, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

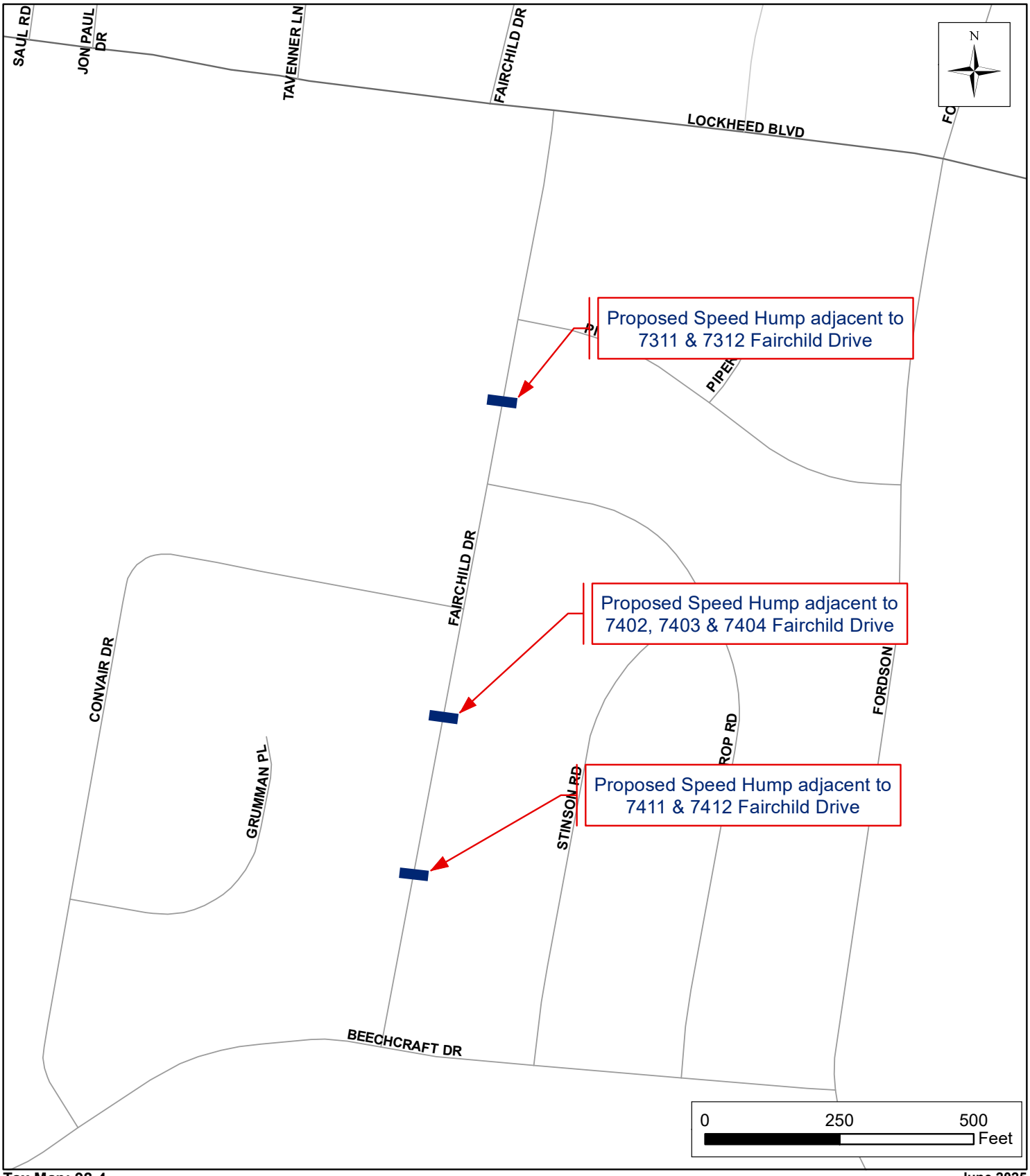
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Fairchild Drive as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 26th day of August, 2025.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 92-4

June 2025

Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Fairchild Drive
Franconia District

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 10

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Fairmont Street and Strathmeade Street (Providence District)

ISSUE:
Board endorsement of Traffic Calming measures as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution (Attachment 1) endorsing a traffic calming plan for Fairmont Street and Strathmeade Street (Attachment 2) consisting of the following:

- Three Speed Humps on Fairmont Street (Providence District)
- Two Speed Humps on Strathmeade Street (Providence District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved traffic calming measure(s) as soon as possible.

TIMING:
Board action is requested on August 26, 2025, to allow the proposed measure(s) to be installed as soon as possible.

BACKGROUND:
As part of RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners or civic association. Traffic calming employs the use of physical devices such as speed humps, speed tables, raised pedestrian crosswalks, chokers, or median islands to reduce the speed of traffic on a residential street. Staff performs engineering studies documenting the attainment of qualifying criteria. Staff works with the local Supervisor's office and community to determine the viability of the requested traffic calming measure to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff, that plan is then submitted for approval to the residents within the ballot area in the adjacent community.

Board Agenda Item
August 26, 2025

On June 10, 2025, FCDOT received verification from the Providence District Supervisor's office confirming community support for the Fairmont Street and Strathmeade Street traffic calming plan.

EQUITY IMPACT:
None.

FISCAL IMPACT:
Funding in the amount of $77,500 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:
Attachment 1: Traffic Calming Resolution for Fairmont Street and Strathmeade Street.
Attachment 2: Traffic Calming Plan for Fairmont Street and Strathmeade Street.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
FAIRMONT STREET AND STRATHMEADE STREET
PROVIDENCE DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, August 26, 2025, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of Fairmont Street and Strathmeade Street have requested the Providence District Supervisor's Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Fairmont Street and Strathmeade Street; and

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Fairmont Street and Strathmeade Street indicates that all basic traffic calming criteria are met pertaining to functional classification of the roadway, identification of a significant speeding concern, and proof of community support; and

WHEREAS, the proposed Traffic Calming Plan was properly presented to the community in the affected survey area for their review and consideration; and

WHEREAS, the Traffic Calming Plan was subsequently approved by the occupied residences within the appropriate surveyed area; and

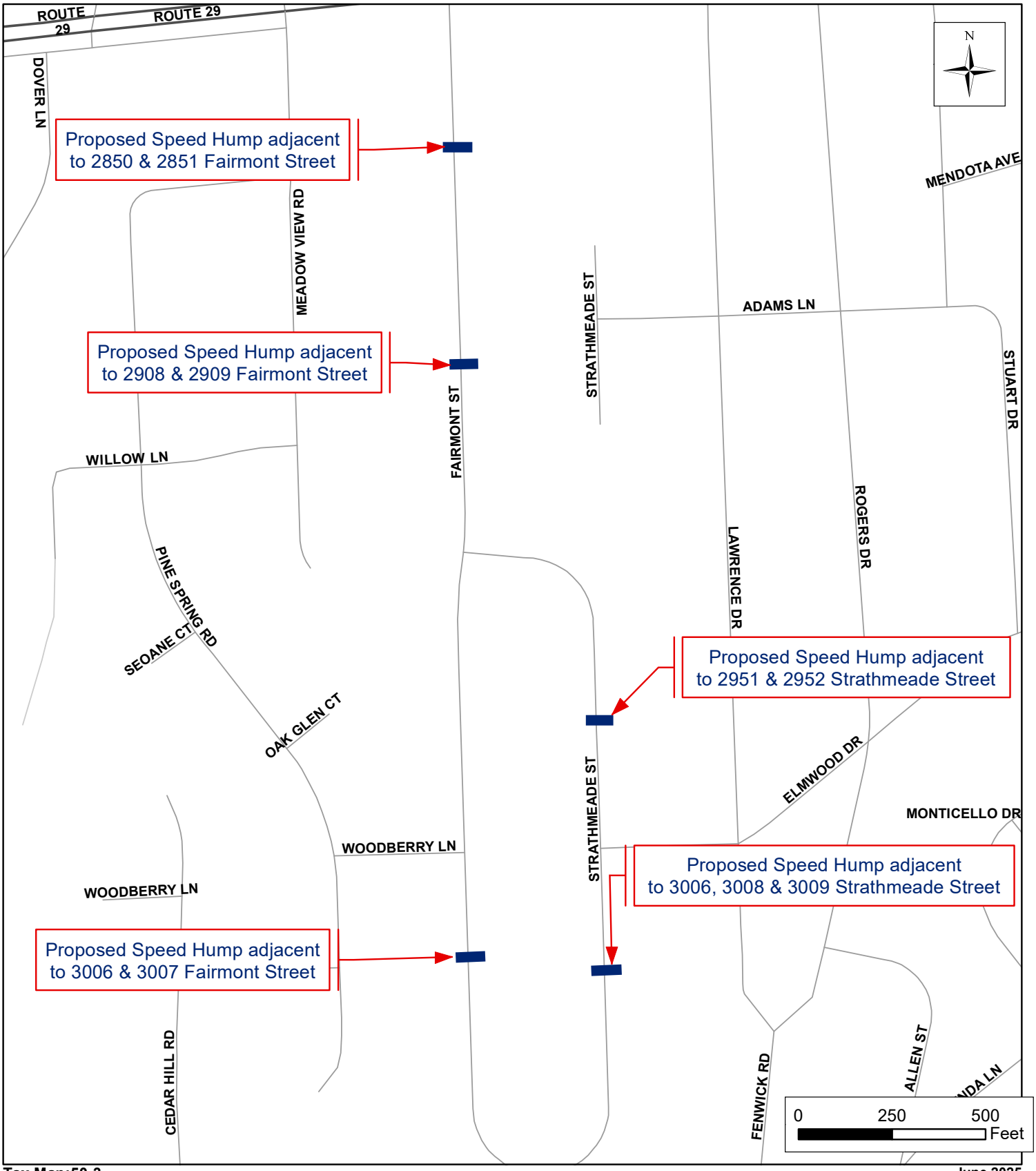
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors endorses the proposed Traffic Calming Plan and requests that the Virginia Department of Transportation review and approve the feasibility of implementing traffic calming measures on Fairmont Street and Strathmeade Street as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 26th day of August, 2025.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map:50-3

June 2025

Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Fairmont Street & Strathmeade Street
Providence District

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 11

Approval of "Watch for Children" Signs as Part of the Residential Traffic Administration Program – Fort Drive and Woodmont Road (Mount Vernon District)

ISSUE:
Board endorsement of "Watch for Children" signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends approval for the installation of the following:

- One "Watch for Children" sign on Fort Drive (Mount Vernon District)
- One "Watch for Children" sign on Woodmont Road (Mount Vernon District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved "Watch for Children" signs as soon as possible.

TIMING:
Board action is requested on August 26, 2025, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:
The RTAP allows for the installation of one or more "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign(s) will be effectively located and will not conflict with any other traffic control devices.

On June 18, 2025, FCDOT received verification from the Mount Vernon District Supervisor's Office confirming community support for one "Watch for Children" sign on Fort Drive and one "Watch for Children" sign on Woodmont Road.

EQUITY IMPACT:
None.

Board Agenda Item
August 26, 2025

FISCAL IMPACT:
Funding in the amount of $600 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 12

Approval of a "Watch for Children" Sign as Part of the Residential Traffic Administration Program – Powell Lane (Mason District)

ISSUE:
Board endorsement of a "Watch for Children" sign as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends approval for the installation of the following:

- One "Watch for Children" sign on Powell Lane (Mason District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved "Watch for Children" sign as soon as possible.

TIMING:
Board action is requested on August 26, 2025, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:
The RTAP allows for the installation of one or more "Watch for Children" signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed sign(s) will be effectively located and will not conflict with any other traffic control devices.

On June 20, 2025, FCDOT received verification from the Mason District Supervisor's Office confirming community support for one "Watch for Children" sign on Powell Lane.

EQUITY IMPACT:
None.

Board Agenda Item
August 26, 2025

FISCAL IMPACT:
Funding in the amount of $300 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:
None.

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 13

Approval of Cut-Through Restrictions as Part of the Residential Traffic Administration Program – Dead Run Drive and Carper Street (Dranesville District)

ISSUE:
Board endorsement of Cut-Through Restrictions as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution (Attachment 1) endorsing a Cut-Through Restriction for Dead Run Drive and Carper Street (Attachment 2) consisting of the following:

- "No Left Turn" between 4:00 – 7:00 PM Monday through Friday from northbound Dead Run Drive onto westbound Georgetown Pike (Dranesville District)

In addition, the County Executive recommends that the Fairfax County Department of Transportation (FCDOT) be requested to schedule the installation of the approved Cut-Through measure(s) as soon as possible.

TIMING:
Board action is requested on August 26, 2025, to allow the proposed measure(s) to be installed as soon as possible.

BACKGROUND:
As part of the RTAP, roads are reviewed for the Cut-Through traffic program when requested by a Board member on behalf of a homeowners' or civic association. The Cut-Through Traffic Program is based on guidelines established by The Commonwealth Transportation Board (CTB) and is administered by the Fairfax County Department of Transportation (FCDOT) in collaboration with the local district supervisor's office and the Virginia Department of Transportation (VDOT). Cut-Through mitigation normally employs the use of access restrictions that may include regulatory signs that prohibit certain traffic movements or barriers that physically prevent certain vehicular movements. Candidate streets considered for inclusion into the RTAP for Cut-Through must meet certain eligibility requirements, as follows:

- The street is classified as a local residential roadway
- The roadway is used by at least 150 Cut-Through vehicles in one hour and in one direction
- At least 40% of the total traffic is Cut-Through
- A viable alternate route is identified

An engineering review completed by staff has documented Dead Run Drive and Carper Street met the qualifying criteria for the cut through program.

On May 28, 2024, County staff met with the community task force to review the data and the Cut-Through process. The community task force decided to address only the evening Cut-Through issues with this project. This information was conveyed to all parties involved.

At a community meeting held September 12, 2024, a plan to install a time of day turn restriction was presented and discussed (see Attachment 2).

On February 6, 2025, FCDOT received verification from the Dranesville District Supervisor's office confirming community support from all occupied properties within the Primary Use Area for the Dead Run Drive and Caper Street Cut-Through time of day turn restriction.

Fairfax County and VDOT held a joint public meeting to present the proposed time of day turn restriction. A Public Comment period was held open for 30 days from May 15 to June 16, 2025, allowing residents outside the Primary Use Area to comment on the proposed time of day turn restriction. FCDOT received additional public comments about the proposed turn restriction. After careful review of the public comments, FCDOT and VDOT decided to move forward with the implementation of the time of day turn restriction.

EQUITY IMPACT:
The project area is located within a low vulnerability index. Approximately 13% of residents in this Census tract are in low-income occupations. Cut-Through time of day turn restrictions may improve neighborhood safety as it provides a safer experience for pedestrians and cyclists during the time of restrictions. However, traffic displacement is likely during the restriction and may negatively impact other areas. At this time, there is insufficient information to determine an overall equity impact related to this change.

Board Agenda Item
August 26, 2025

FISCAL IMPACT:
Funding in the amount of $2,000 is necessary to fund the Cut-Through measure(s) associated with this Cut-Through project. Funds are currently available in Project 2G25-076-000, Cut-Through Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:
Attachment 1: Cut-Through Resolution for Dead Run Drive and Carper Street
Attachment 2: Turn Restriction Location, Primary Use Area and Reasonable Alternate Route Map for Dead Run Drive and Carper Street

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Elena Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Engineering Section, FCDOT
Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT
Ryan O'Carroll, Transportation Planner, Traffic Engineering Section, FCDOT
Grace Vaughn, Planning Technician, Traffic Engineering Section, FCDOT

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
CUT-THROUGH MEASURES
DEAD RUN DRIVE AND CARPER STREET
DRANESVILLE DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, August 26, 2025, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, Section 46.2-809.1 of the *Code of Virginia* enables the Commonwealth Transportation Board to develop a residential cut-through traffic policy and procedure for the control of residential cut-through traffic on designated secondary highways; and

WHEREAS, the residents in the vicinity of Dead Run Drive and Carper Street have petitioned the Dranesville District Supervisor's Office of Fairfax County to consider remedial measures to reduce the volume of cut-through traffic on Dead Run Drive and Carper Street, between Georgetown Pike and Churchill Road; and

WHEREAS, an engineering study by Fairfax County Department of Transportation (FCDOT) for Dead Run Drive and Carper Street indicates that all basic cut-through criteria are met pertaining to functional classification of the roadway, identification of their primary use area, identification of actual cut-through volume, and proof of community support; and

WHEREAS, the Virginia Department of Transportation (VDOT) has completed a review to address the feasibility of implementing cut-through measures on Dead Run Drive and Carper Street, which resulted in the proposal to prohibit left turns from Dead Run Drive onto Georgetown Pike during the hours from 4:00 PM to 7:00 PM, Monday through Friday, with exceptions for emergency vehicles, buses and by permit; and

WHEREAS, FCDOT and VDOT have solicited comments from the public outside the primary use area and conducted a public meeting to present the Proposal.

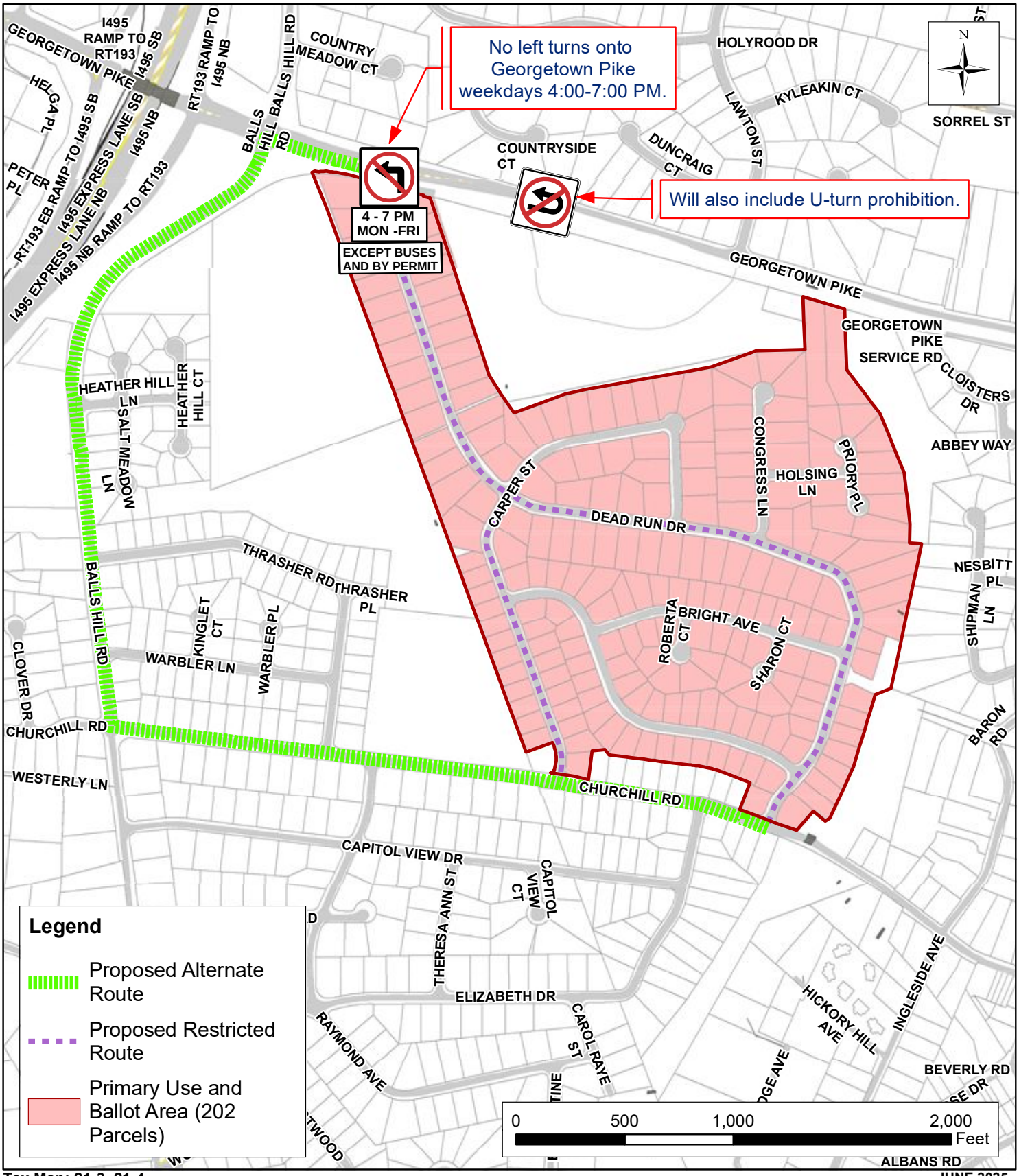
WHEREAS, the intended source of funding for the cut-through measure is Fairfax County.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors endorses the proposed cut-through measure and requests that the Virginia Department of Transportation review and approve the feasibility of implementing the cut-through measure on Dead Run Drive and Carper Street as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 26th day of August, 2025.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 21-3, 21-4

JUNE 2025

Fairfax County Department of Transportation
Residential Traffic Administration Program
Cut-Through Mitigation Program
Dead Run Drive and Carper Street
Dranesville District

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 14

Approval of a Revised Letter Agreement Between the Fairfax County Department of Transportation and the Fairfax County Park Authority for the Construction of the I-66 Trail at Random Hills (Braddock District)

ISSUE:
Board of Supervisors' (Board) approval of a revised agreement between the Fairfax County Department of Transportation (FCDOT) and the Fairfax County Park Authority (FCPA) to administer the proposed construction and maintenance of a portion of the I-66 trail network.

RECOMMENDATION:
The County Executive recommends that the Board approve a revised letter agreement (including cost estimate) between FCDOT and FCPA to manage the design, construction, and maintenance of the I-66 Trail at Random Hills project on FCPA property in Random Hills Park, substantially in the form of Attachment 1. This agreement replaces a previous agreement (Attachment 2) between the two parties, dated October 1, 2019. The updated agreement provides additional funding due to required design changes, additional time needed to respond to stakeholder comments, and cost increases due to inflation. The County Executive also recommends that the Board authorize the Director (or designee) of FCDOT to execute the letter agreement, and any subsequent amendments if necessary.

TIMING:
The Board should act on this item on August 26, 2025, to allow the construction contract for the proposed I-66 Trail at Random Hills project to move forward, with project oversight by FCDOT.

BACKGROUND:
The Transform 66 project, which implemented the Outside the Beltway Express Lanes, included plans to complete a parallel trail along the I-66 highway corridor. In areas where the highway right-of-way is limited, portions of the trail continue along the street network or FCPA property, then reconnect to the trail segments located in the highway right-of-way.

One such section, through Random Hills Park, would link the highway portion of the trail to areas west of the park, such as Random Hills Road, Post Forest Drive, and the Fair Lakes area, where the trail then ultimately connects back to the highway right-of-way. Random Hills Park, which is FCPA property, currently has an existing trail. This project will improve the existing trail and connect it to the existing segment of the I-66 trail south of the eastbound I-66 off ramp. The project will provide greater functionality and accessibility for the users of the corridor-wide trail.

Given that the location of the I-66 Trail at Random Hills is mostly within FCPA property and FCPA has considerable experience building trails, a partnership between FCPA and FCDOT was formed for the purpose of building the trail through the park. Under the original agreement, as well as this revised agreement, FCPA will administer the design and construction of the proposed trail, in accordance with all applicable federal, state and local laws and regulations (but with oversight from FCDOT). The revised agreement provides additional funding due to required design changes, additional time needed to respond to stakeholder comments, and cost increases due to inflation.

EQUITY IMPACT:
This project has the potential to advance equity by expanding the County's trail network and supporting multimodal transportation options and recreational access, which are key components of transportation equity. The trail will enhance connectivity between communities helping to bridge geographic gaps in active transportation infrastructure. The project is in alignment with the One Fairfax Focus Areas because it promotes a multi-modal transportation system supporting the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County, and it provides accessible mobility solutions.

FISCAL IMPACT:
Funding for the I-66 Trail Random Hills improvement will be provided from ST-000046, I-66 Trail at Random Hills FCPA, in Fund 40010, County and Regional Transportation Projects, which has sufficient budget to cover remaining cots. The total estimated project cost is $1,330,486. There is no impact on the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Revised Letter Agreement for Project Administration of I-66 Trail at Random Hills Project (Includes Revised Project Cost Estimate)
Attachment 2: Original Letter Agreement for Project Administration of I-66 Trail at Random Hills Project (Includes Original Project Cost Estimate)

Board Agenda Item
August 26, 2025

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Laura Ghosh, Chief, Active Transportation Section, FCDOT
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Chief, Funding Section, FCDOT

ASSIGNED COUNSEL:
John Dorsey, Assistant County Attorney

Attachment 1

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

DATE: August 26, 2025

TO: Jai Cole
Director, Fairfax County Park Authority

FROM: Gregg Steverson
Director, Fairfax County Department of Transportation

SUBJECT: Revised Letter Agreement for Project Administration of I-66 Trail Projects

This letter agreement (Agreement) made and executed in duplicate on this __ day of _____, 2025 between the Fairfax County Park Authority (Park Authority) and Fairfax County (County) will set forth the necessary funding, design, any necessary land acquisition, construction and administration requirements for the design, construction, and completion of the following I-66 Trails project (collectively defined as "Project"), and further described in the Project Scope, Budget, and Schedule (Attachment 1):

- Random Hills Park Trail Improvements

The County and Park Authority further agree to several Project-specific conditions and requirements as outlined in this Agreement and its attachment to ensure a timely and smooth progression for Project completion.

The Project will be designed and constructed in accordance with all applicable federal, state, and local laws and regulations, and the estimates in the Project Scope, Budget, and Schedule established by the County and Park Authority.

This agreement replaces a previous letter agreement between the County and Park Authority dated October 1, 2019. This agreement provides additional funding due to required design changes, additional time needed to respond to comments proposed by other stakeholders, and costs increases to the construction cost compared to the project's original estimate due to inflation. The original agreement is attached as Attachment 2.

Pursuant to this Agreement,

A. The Park Authority agrees:

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/transportation

1. To complete the work identified in the Project Scope, Budget, and Schedule barring any unforeseeable circumstances.

2. Financing for the Project will be with funding provided by the County in accordance with this Agreement. Since the County is considered responsible for the funding of this Project, all Project decisions that impact the Project Scope, Budget, or Schedule will be subject to final County approval in the County's sole discretion.

3. That the Park Authority shall be responsible for all invoice tracking and will work with the County Department of Transportation per the following:

    a. Park Authority Project staff time costs shall be well documented and charged to the project on a bi-weekly basis utilizing normal Work Performed for Others (WPFO) procedures. A summary report of charges and activities shall be sent to the County Department of Transportation on a quarterly basis for review and approval by the County.

    b. Park Authority will pay all invoices using funds provided by the County.

    c. Park Authority will provide County with documentation of all invoices and payments via email to the County Project Manager.

4. The design, construction, and completion of the Project shall be performed in accordance with all applicable federal and state laws, regulations, and standards approved by the County.

5. To coordinate with the County on any issues that may require modifications to the Project Schedule. The agreed-upon Project Schedule will be adjusted for any delays in the schedule due to Project-related activities by County staff and/or required by the County.

6. To give the County the opportunity to review, and approve, in the County's sole discretion, the design contracts at least 15 days prior to the letting of the design contracts for the Project and will be accorded the opportunity to review the design plans and cost estimates at each stage of Project development.

7. To provide to the County a copy of the final site plans for the Project upon completion of final design.

8. To commence with the procurement of a contractor and administration of the construction contracts for the Project following both parties' agreement that design phases have been concluded to the satisfaction of both parties. The County and Park Authority will document this agreement by email between the County Project Manager and Park Authority Trails Program Manager.

9. To provide during the construction and the completion of the Project, and all activities associated therewith, including but not limited to: project management, budgetary controls, further engineering, survey and field engineering, and if necessary in tandem with the County, any additional utility relocations, construction, contract administration, permitting and inspection activities for the Project as is required by applicable law.

10. To maintain accurate and complete records of the Project's development and documentation of all expenditures and make such information available for inspection or auditing by the County. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final request for payment in the Project.

11. The County will be accorded the opportunity to review, and its sole discretion, approve or reject all design and construction documents at any stage of Project.

12. All Park Authority's contractors shall name the County as an additional insured on any insurance policy issued for the work to be performed for the Project by or on behalf of Park Authority for the Project and present the County with satisfactory evidence thereof before any work on the Project commences or continues. The Park Authority will follow all of its standard general insurance conditions and requirements.

13. To provide certification to the County, that upon final payment to all contractors for the Project, Park Authority will use the Project for its intended purposes for the duration of the Project's useful life.

14. To comply with all applicable requirements of the Virginia Public Procurement Act and other applicable Code of Virginia provisions, or local ordinances which govern the letting of public contracts.

B. The County agrees:

1. To provide to the Park Authority the necessary funding for the Project in accordance with Project Scope, Budget, and Schedule in the amount not to exceed $1,330,486 for design, engineering, including all environmental work, any additional right-of-way acquisition or utility relocations, inspection services, testing services, construction, and/or capital asset acquisition(s) as set forth in this Agreement. The County is providing funding in the amount of $521,486.00 in addition to the previously agreed amount of $809,000 due to design changes for a total amount of $1,330,486.

2. If the County and/or the Park Authority determine that the Project may not be feasible as a result of the standard process, the Park Authority and the County will coordinate to meet, confer and consider alternatives that could move the Project to the next stage.

3. The Park Authority has no other funding for this project. If for any reason the Park Authority is unable to complete the Project within the revised $1,330,486 budget provided by the County and/or if claims are made that exceed the revised $1,330,486 amount, upon 10 days prior notice to the County, consultation with the County regarding the basis for the proposed additional costs, and consent by the County, the County shall provide funding for such additional costs and the Park Authority incurs no obligation for such costs.

4. All requirements for funding by the County under this Agreement are subject to annual appropriations by the Fairfax County Board of Supervisors.

5. Vacate the existing trail easement, and establish new stormwater and trail easements, and facilities for the Fairfax County Department of Public Works and Environmental Services to own and maintain these elements of the project. Maintenance does not include snow removal or maintenance of any vegetation adjacent to trail including but not limited to trees, shrubs, grass cutting, etc. Project construction should not be delayed while easements are being transferred. FCDOT will coordinate the vacation and new easements with the Park Authority. The vacation and establishment of said easements should be completed no later than one year of the completion of the project. Failure to vacate and establish the new easements will not annul the County's responsibility to own and maintain the above identified elements of the project.

C. The Parties agree:

1. Nothing herein shall be construed as a waiver of the County's or the Park Authority's sovereign immunity.

2. This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

3. Should this Agreement be terminated by either party upon at least 45 days written notice given to the party, prior to the effective date of termination, the parties shall meet and confer to discuss options to complete the Project or preserve the County's interest in the Project.

4. Should there be a breach of agreement, by either party, the non-breaching party shall provide notice within 30 days to the other party with a specific description of any alleged breach of this Agreement. Upon receipt of the notice of breach, the breaching party will be provided the opportunity to cure such breach or to provide a plan to cure. If, within sixty (60) days after receipt of the written notice the breaching party has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the other party, then the other party may pursue any remedies that it may have under this Agreement or at law.

5. The Park Authority shall provide notices and correspondence to the County via email and/or U.S. mail to:

   Gregg Steverson P.E., P.T.O.E. (gregg.steverson@fairfaxcounty.gov), Director, FCDOT, and to Nick Alexandrow P. E. (nikolai.alexandrow@fairfaxcounty.gov), Project Manager, FCDOT, 4050 Legato Road, Suite 400, Fairfax, VA 22033-2895.

   The County shall provide notices and correspondence to the Park Authority via email and/or U.S. mail to:

   Jai Cole (Jai.Cole@fairfaxcounty.gov), Director, FCPA and to Thomas A. McFarland (Thomas.McFarland@fairfaxcountv.gov), Trails Program Manager, FCPA 12055 Government Center Parkway, Suite 927, Fairfax, Virginia, 22033.

6. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.

Signatures below acknowledge project concurrence:

_____

County of Fairfax

By: Gregg Steverson Date
Director, Fairfax County Department of Transportation

_____

Fairfax County Park Authority

By: Jai Cole Date
Director, Fairfax County Park Authority

Attachment:

1. Project Scope, Budget, and Schedule
2. Original Agreement dated October 1, 2019

Cc: Eric Teitelman, P.E., Division Chief, Active Transportation, Capital Projects, and Traffic Engineering Division, FCDOT
Laura Ghosh, Active Transportation Section Chief, FCDOT

Noelle Dominguez, Division Chief, Coordination and Funding, FCDOT
Ray Johnson, Funding Section Chief, Coordination and Funding, FCDOT
Jim Strayhorne, Right of Way Project Coordinator, CPTED, FCDOT
Peter Vigliotti, Chief, Transportation Infrastructure Division, FCDPWES
Brendon Hanafin, Division Director, Park Development, FCPA
Mohamed Ghiwane, Asst. Division Director, Park Development Division, FCPA
Tom McFarland, Trails Program Manager, Park Development Division, FCPA
Alex Burdick, Project Manager, Park Development Division, FCPA

Project ID / Name Project Cost Estimate - I-66 Trail
Date: Random Hills Park Trail Improvement
Project description: 04/23/2025

Construction:	Stone Base LF	Asphalt LF	Concrete LF		
Demolition		995		$ 230,000.00	Clear and Grub, Tree Removal, Demo Ex. Trail, Demo Ex. Culverts
Erosion and Sediment Controls		995		$ 80,000.00	Super Silt Fence, Check Dams, Construction Entrance, Seeding
Improvements	995	995		$ 350,000.00	10 ft Wide Asphalt, Pipes, Signage, Tree Planting
Earth Work		995		$ 120,000.00	Cut and Haul, Select Backfill, Site Grading
Signs		2		$ 870.00	Directional Signage
Traffic Control		995		$ 5,000.00	
CONSTRUCTION TOTAL:				**$ 785,870.00**	
Other					
Inspection		1		$ 25,000.00	GER,Geotech for fill
OTHER TOTAL:				**$ 25,000.00**	
Design (Per FOCUS)				Total	
Design - in house				$ -	
Design consultant		1		$ 157,054.00	FCDOT Consultant
Permitting Fees		1		$ 6,262.00	LDS Fees, VPDES
PE Phase WPFO		1		$ 122,420.00	PE, R/W, ENV, Agreements, Contractor Solicitation Admin
DESIGN TOTAL				**$ 285,736.00**	
Scope					
Land acquisition - Lump Sum				$ -	
Public input - Lump Sum					
Archaeology - Lump Sum					
SCOPE TOTAL				**$ 0.00**	
Administrative:					
Contingency- 15% construction				$ 117,880.00	
Administrative - Construction				$ 116,000.00	Construction Admin
ADMINISTRATIVE TOTAL				**$ 233,880.00**	
PROJECT TOTAL:				**$ 1,330,486.00**	

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

October 1, 2019

TO: Kirk Kincannon
Director, Fairfax County Park Authority

FROM: Tom Biesiadny
Director, Fairfax County Department of Transportation

SUBJECT: Letter Agreement for Project Administration of I-66 Trail Projects

This letter agreement (Agreement) made and executed in duplicate on this 27 day of OCTOBER, 2019 between the Fairfax County Park Authority (Park Authority) and Fairfax County (County) will set forth the necessary funding, design, land acquisition, construction and administration requirements for the design, construction, and completion of the following I-66 Trails project (collectively defined as "Project"), and further described in the Project Scope, Budget, and Schedule (Attachment 1):

- Random Hills Park Trail Improvements

The County and Park Authority further agree to several Project-specific conditions and requirements as outlined in this Agreement and its attachment to ensure a timely and smooth progression for Project completion.

The Project will be designed and constructed in accordance with all applicable federal, state, and local laws and regulations, and the estimates in the Project Scope, Budget, and Schedule established by the County and Park Authority.

Pursuant to this Agreement,

A. The Park Authority agrees:

1. To complete the work identified in Project Scope, Budget, and Schedule. The agreed-upon schedule may be adjusted by the Parties for any delays due to unforeseen circumstances.

2. To act as the Project Manager for the Project. Financing for the Project will be with fund provided by the County in accordance with this Agreement. Since the County is considered responsible for the funding of this Project, all Project decisions will be subject to final County approval as it deems necessary and appropriate.

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot

FCDOT Serving Fairfax County Since 1977

3. That the Park Authority shall be responsible for all invoice tracking and will work with the County Department of Transportation per the following:

    a. Park Authority Project staff time costs shall be well documented and charged to the project on a bi-weekly basis utilizing normal Work Performed for Others (WPFO) procedures. A summary report of charges and activities shall be sent to the County Department of Transportation on a quarterly basis for review and approval by the County.
    b. Park Authority will review all contractor and consultant invoices and route payment requests to the County Department of Transportation. Park Authority shall submit to the County Department of Transportation invoice documents in formats that follow established County invoicing procedures.
    c. Once Park Authority has received any Project invoices, Park Authority will have 15 days to review, approve or reject, and submit invoices to the Department of Transportation; after which the County Department of Transportation will also have 15 days to review, approve or reject, and make available to the Park Authority payment for the consultant and/or contractor.

4. The design, construction, and completion of the Project shall be performed in accordance with all applicable federal and state laws, regulations, and standards approved by the County.

5. To adhere to the agreed-upon schedule referenced in Attachment 1 and will coordinate with the County on major milestones that may require modifications to the schedule. The agreed-upon schedule will be adjusted for any delays in the schedule due to Project-related activities by County staff and/or required by the County

6. To give the County the opportunity to review the design contracts at least 15 days prior to the letting of the design contracts for the Project and will be accorded the opportunity to review the design plans and cost estimates at each stage of Project development.

7. To provide to the County a copy of the final site plans for the Project upon completion of final design.

8. To commence with the bidding, award, and administration of the construction contracts for the Project following both parties' concurrence that design phases have been concluded satisfactorily to both parties.

9. To provide during the construction and the completion of the Project and all activities associated therewith, to include, but not be limited to: project management, budgetary

controls, further engineering, survey and field engineering, and if necessary in tandem with the County, any additional utility relocations, construction, contract administration, permitting and inspection activities for the Project as is required by applicable law.

10. To maintain accurate and complete records of the Project's development and documentation of all expenditures and make such information available for inspection or auditing by the County. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final request for payment in the Project.

11. The County will be accorded the opportunity to review all design and construction documents at any stage of Project.

12. All Park Authority's contractors shall name the County as an additional insured on any insurance policy issued for the work to be performed for the Project by or on behalf of Park Authority for the Project and present the County with satisfactory evidence thereof before any work on the Project commences or continues.

13. To provide certification to the County, that upon final payment to all contractors for the Project, Park Authority will use the Project for its intended purposes for the duration of the Project's useful life.

14. To comply with all applicable requirements of the Virginia Public Procurement Act and other applicable Code of Virginia provisions, or local ordinances which govern the letting of public contracts.

15. That, upon approval of final design by the County and Park Authority, the Park Authority shall, at no additional cost to the County, grant to the County all easements that may be necessary for temporary construction, permanent grading, and permanent trail and utility easements on Park Authority property for the perpetual use, maintenance and operation of the trail.

B. The County shall:

Provide to the Park Authority the necessary funding for the Project in accordance with Project Scope, Budget, and Schedule in the amount not to exceed $809,000 for design, engineering, including all environmental work, any additional right-of-way acquisition or utility relocations, inspection services, testing services, construction, and/or capital asset acquisition(s) as set forth in this Agreement.

1. If the County and or the Park Authority determine that the Project may not be feasible as a result of the standard process, the Park Authority will coordinate with the County to meet, confer and consider alternatives that could move the Project to the next stage.

2. The Park Authority has no other funding for this project. If for any reason the Park Authority is unable to complete the Project within the $809,000 budget provided by the County and/or if claims are made that exceed the $809,000 amount, upon prior notice to the County, consultation with the County regarding the basis for the proposed additional costs, and consent by the County, the County shall provide funding for such additional costs and the Park Authority incurs no obligation for such costs.

3. All requirements for funding by the County under this Agreement are subject to annual appropriations by the Fairfax County Board of Supervisors.

C. The Parties agree:

1. Nothing herein shall be construed as a waiver of the County's or the Park Authority's sovereign immunity.

2. This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

3. Should this Agreement be terminated by either party upon at least 45 days written notice given to the party, prior to the effective date of termination, the parties shall meet and confer to discuss options to complete the Project or preserve the County's interest in the Project.

4. Should there be a breach of agreement, by either party, the non-breaching party shall provide notice to the other party with a specific description of any alleged breach of this Agreement. Upon receipt of the notice of breach, the breaching party will be provided the opportunity to cure such breach or to provide a plan to cure. If, within sixty (60) days after receipt of the written notice the breaching party has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the other party, then the other party may pursue any remedies that it may have under this Agreement or at law.

5. Upon completion of the Project, the trail as an asset will belong to the Park Authority. The County shall fund the maintenance for the trail on an annual basis and the Park Authority or their respective designees will provide, or have others provide, maintenance of the Project, unless otherwise agreed to by the parties.

6. Upon completion of the Project, the County shall maintain any future electrical service, lighting and related fixtures as an asset, and provide, or have others provide, maintenance of the lighting system and any required snow removal as deemed appropriate by the County. The County shall be responsible for any Utility bills related to any future electrical service.

7. The Park Authority shall provide notices and correspondence to the County via email and/or U.S. mail to:

   Tom Biesiadny (Tom.Biesiadny@fairfaxcounty.gov), Director, FCDOT, and to Lauren Delmare, P.E. (Lauren.Delmare@.fairfaxcounty.gov), Project Manager, FCDOT, 4050 Legato Road, Suite 400, Fairfax, VA 22033-2895.

   The County shall provide notices and correspondence to the Park Authority via email and/or U.S. mail to:

   Kirk Kincannon (Kirk.Kincannon@fairfaxcounty.gov), Director, FCPA and to Thomas A. McFarland (Thomas.McFarland@fairfaxcountv.gov), Trails Program Manager, FCPA 12055 Government Center Parkway, Suite 927, Fairfax, Virginia, 22033

8. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia.

Signatures below acknowledge project concurrence

10/9/19

County of Fairfax

By: Tom Biesiadny
Director, Fairfax County Department of Transportation

Date

10/27/19

Fairfax County Park Authority

By: Kirk Kincannon Date
Director, Fairfax County Park Authority

Attachment:

1. Project Scope, Budget, and Schedule

Cc: Eric Teitelman, P.E., Chief, Capital Projects & Traffic Engineering, Division, FCDOT
Chris Wells, Active Transportation Program Manager, FCDOT
Todd Wigglesworth, Division Chief, Coordination and Funding, FCDOT
Ray Johnson, Funding Section Chief, Coordination and Funding, FCDOT
Rickey Foley, Right of Way Project Coordinator, CPTED, FCDOT
Ellen F. M. Posner, Esq., Coordination & Funding Division, FCDOT
Tom McFarland, Project Manager, Planning & Development Division, FCPA
David Bowden, Chief, Planning & Development Division, FCPA

Project Cost Estimate - I-66 Trail

Project ID / Name	Random Hills Park Trail Improvement
Date:	3/19/2019
Project description:	850 LF asphalt trail

TOTAL project cost: $810,000

Construction:	stone base - LF	asphalt - LF	concrete - LF	Other (Bridge, access)- LF	Total	Comments
Access		850			$ 34,000.00	Stone and fabric for access in wet area
Trail - improved					$ -	
Trail - new	850	750	100		$ 129,500.00	10 ft Wide Asphalt/Concrete Trail
Road crossing				60	$ 10,500.00	Improve Roandom Hills Crossing
Steel bridge				40	$ 112,000.00	Bridge over pond outfall
F/G Bridge					$ -	
F/W crossing					$ -	
Invasive controls		850			$ 11,900.00	Invasive plants and unhealthy trees
Fill Material (Hauling and Placement)					$ 70,000.00	Fabric and fill placed in lifts. Some wall.
Culverts (2)					$ 10,000.00	Drainage for wet area
Crossing Signal					$ 15,000.00	HAWK Type Signal, Auto Activated
CONSTRUCTION TOTAL:					$ 392,900.00	
Other						
Utilities - Lump Sum						
Inspection		1			$ 10,000.00	GER, SIER for bridge, Geotech for fill
Site fixtures - HAWK Crossing - Lump Sum						
OTHER TOTAL:					$ 10,000.00	
Design					Total	
Design - in house					$ -	
Design consultant / site permit		1			$ 160,000.00	FCDOT Consultant
Building Permit					$ 3,000.00	Bridge Permitting
Environmental Permit		1			$ 15,000.00	MSP, JPA, Stormwater
Consultant Const. Admin					$ 13,000.00	Construction admin, bid assist.
Other - lump sum					$ 10,000.00	Tree Inventory
DESIGN TOTAL					$ 201,000.00	
Scope						
Land acquisition - Lump Sum					$ -	
Public input - Lump Sum						
Archaeology - Lump Sum					$ 1,000.00	Archeology investigation performed by FCPA
SCOPE TOTAL					$ 1,000.00	
Administrative:						
Contingency- 30% construction					$ 118,000.00	
Administrative - 12% construction and design					$ 87,000.00	Design+Permitting+Construction Admin
ADMINISTRATIVE TOTAL					$ 205,000.00	
PROJECT TOTAL					$ 809,900.00	

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 15

Approval of Supplemental Appropriation Resolution AS 26035 for the Fairfax County Department of Transportation to Accept Grant Funding and Authorization to Execute a Grant Agreement with the U.S. Department of Transportation Federal Highway Administration for the Implementation of the Complete Streets Design and Slow Streets Pilot Program

ISSUE:
Board of Supervisors' (Board) approval of Supplemental Appropriation Resolution AS 26035 (Attachment 1) for the Fairfax County Department of Transportation (FCDOT) to accept $1,600,000 in Safe Streets and Roads for All (SS4A) Grant Program funding from the U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) for the implementation of the Complete Streets Design Guide and Slow Streets Pilot Program. A local cash match totaling $400,000 will be met with funds for active transportation projects in Fund 30050, Transportation Improvements, for a total of $2,000,000 in funding. No additional General Fund resources are required.

Board approval is also requested to authorize the Director of FCDOT to execute a grant agreement with FHWA on behalf of the County (substantially in the form of Attachment 2A), along with any related agreements or subsequent amendments, including, but not limited to, Federal Subaward Agreements.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution 26035 (Attachment 1) to accept funding from FHWA in the amount of $1,600,000 for the preparation and development of the Complete Streets Design Guide and implementation of a Slow Streets Pilot Program. A local cash match of $400,000 is required and will be met with funds in Fund 30050, Transportation Improvements.

The County Executive also recommends that the Board authorize the Director of FCDOT to execute the grant agreement with FHWA, substantially in the form of Attachment 2A, along with any related agreements or subsequent amendments, including, but not limited to, Federal Subaward Agreements, on behalf of the County.

TIMING:
Board action is requested on August 26, 2025, based on guidance received from FHWA on the timing of SSA grant agreement execution. Coordination with FHWA is ongoing,

but based on recent discussions, FHWA has indicated that execution of the grant agreement could occur between late September or early October 2025. Under the anticipated terms, the 5-year period of performance would begin on September 1, 2025. Advancing the Board item in August ensures timely authorization in anticipation of the formal agreement, allowing staff to proceed efficiently once the agreement is fully executed.

BACKGROUND:
In Spring 2023, USDOT published a Notice of Funding Opportunity (NOFO) for $1 billion in funding for the FY 2023 Safe Streets and Roads for All (SS4A) Discretionary Grant Program. The program helps communities around the country work toward reducing or eliminating roadway fatalities and serious injuries through the development of a Safety Action Plan (SAP) and implementation of infrastructure, behavioral or observational activities. The program focuses on all roadway users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators.

As authorized by the Board on June 27, 2023, County staff applied to the program, and on December 13, 2023, it was announced that Fairfax County was awarded $1.6 million in funding, 80 percent of the total project cost, from FHWA. The funding (including the required $400,000 local cash match) was allocated as follows:

- $300,000 - Fairfax County Transportation Policy Plan update and outreach efforts.
- $1,200,000 - Preparation and development of a Countywide Complete Streets Design Guide that reflects best practices in Safe Streets for All design, context sensitive design (transportation-land use connection), active transportation facility design, and placemaking principles.
- $500,000 - Demonstration Project: Slow Streets Program to supplement the Traffic Calming Program. The pilot project will be administered on Cumberland Avenue and Dinwiddie Street.

FCDOT has made considerable progress since the grant was awarded in December 2023 on the update of the Transportation Policy Plan element as part of the Department of Planning and Development's Plan Forward project to update the Countywide Policy Plan. The original request approved by the Board (at the June 27, 2023, Board meeting) provided $300,000 in funding to assist with the Policy Plan update and outreach. However, FCDOT has since determined that funding would be best used to supplement the preparation and development of the Complete Streets Design Guide. Therefore, FCDOT requested, and was approved by FHWA, to move the $300,000 in awarded funds to the preparation and development of the Complete Streets Design

Guide. Because this funding shift represents a change in what was approved by the Board in 2023, this updated item and attachments are being provided for approval. This adjustment is reflected in the proposed agreement.

EQUITY IMPACT:
The Safe Streets and Roads for All (SS4A) grant funds will primarily support projects located in areas of Fairfax County identified as having high or very high vulnerability. These investments align with the One Fairfax Policy by prioritizing communities that have historically experienced limited access to safe, multimodal transportation options. The funded projects are expected to enhance safety, increase accessibility, and improve mobility—particularly for those who rely on walking, biking, and public transit.

By focusing on infrastructure improvements in vulnerable areas, this initiative supports equitable access to jobs, schools, healthcare, and other essential services. The program advances the County's goals for inclusive economic growth, health equity, congestion mitigation, and environmental sustainability. Overall, this Board item has the potential to advance equity by investing in communities most in need of safe and accessible transportation options.

FISCAL IMPACT:
Grant funding in the amount of $1,600,000 has been awarded by FHWA for reimbursement of expenses for the projects described above. The local cash match requirement of $400,000 is available in Fund 30050, Transportation Improvements in project 2G40-197-000, Bicycle and Pedestrian Improvements – DOT for a total of $2,000,000 in funding. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2026. No additional General Fund dollars are required to accept this grant award. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:
No positions will be created by this grant submission.

ENCLOSED DOCUMENTS:
Attachment 1: Supplemental Appropriation Resolution AS 26035
Attachment 2: USDOT Grant Agreement – Fiscal Year (FY) 2023 Safe Streets and Roads for All Grant Program
Attachment 3: USDOT General Terms and Conditions – FY23 SS4A Grant Program

Board Agenda Item
August 26, 2025

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Lisa Witt, Chief, Administrative Services, FCDOT
Bob Pikora, Transportation Planner, Transportation Planning Section, FCDOT
Tim Kutz, Transportation Planner, Transportation Planning Section, FCDOT
Noelle Dominguez, Chief, Coordination and Funding Division (CFD), FCDOT
Ray Johnson, Chief, Funding Section, CFD, FCDOT
Smitha Chellappa, Transportation Planner, Funding Section, CFD, FCDOT

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Attachment 1

RESOLUTION

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 26035

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on August 26, 2025, at which meeting a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED, by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously in FY 2026, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G4040, Department of Transportation	$2,000,000
Grant:	1400177-2026, Complete Streets Design/Slow Streets Pilot	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	$2,000,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Federal Highway Administration, $1,600,000
Fund 30050, Transportation Improvements, $400,000

ADOPTED this 26th day of August 2025.

A Copy Teste:

_____
Jill G. Cooper
Clerk for the Board of Supervisors

1. Federal Award No.
693JJ32540704

2. Effective Date
See No. 17 Below

3. Assistance Listings No.
20.939

4. Award To
County of Fairfax, Virginia
4050 Legato Road, Suite 400
Fairfax VA 22033-2895

Unique Entity Id.: **W2ZUFMBDM378**
TIN No.: **54-078783**

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award – 60 months

7. Total Amount

Federal Share:	**$1,600,000**
Recipient Share:	**$400,000**
Total:	**$2,000,000**

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA240580PR

11. Federal Funds Obligated
$1,600,000

12. Submit Payment Requests To
See Article 5.

14. Accounting and Appropriations Data
15X0174E50.0000.055SR30500.5592000000.4101 0.61006600

13. Description of the Project:

Supplemental Planning – Preparation and development of a Countywide Complete Streets Design Guide plan.

Demonstration Project - Slow Streets Program Pilot for Cumberland Avenue and Dinwiddie Street, two local streets in a multi- and single-family neighborhood in the Springfield section of Fairfax County.

RECIPIENT

15. Signature of Person Authorized to Sign

_____

Signature Date

Name: Gregg Steverson

Title: Director

Fairfax County Department of Transportation

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

_____

Signature Date

Name: Hector R. Santamaria

Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the **County of Fairfax, Virginia** (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the **Proven Active Transportation Countermeasures for Safe Streets for All in Fairfax County**

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program, dated March 17, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: **Proven Active Transportation Countermeasures for Safe Streets for All in Fairfax County**

Application Date: **07/10/2023**

2.2 Award Amount.

SS4A Grant Amount: **$1,600,000**

2.3 Federal Obligation Information.

Federal Obligation Type: **Single**

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase as follows:

Preparation and Development of a Countywide Complete Streets Design Guide

Project Overview: The Fairfax County Safe Streets for All Program (endorsed May 2022) recommends development of a countywide Complete Streets Design Guide that would provide transportation and land use connections to benefit all users of the County's transportation network (pedestrians, bicyclists, transit riders and motorists). The Complete Streets Design Guide would account for safety, design function, speed, and volumes on the transportation network. By incorporating surrounding and adjacent land uses, landscaping, bicycle paths and pedestrian walkway facilities, and by working with signalization, signage, and street and intersection design, this new Countywide guide would reduce conflicts between modes.

There is a varied transportation network within Fairfax County, ranging from low-volume local roads to higher volume arterials. Identifying and understanding the variety of features contained within existing roadways and their immediate contexts would establish the basis for complete streets. A separate County planning effort is preparing a revised Transportation Policy Plan would include policies for complete streets design with adjacent land uses to promote safety, access, and enhance facilities near transit stations, commercial areas, and neighborhoods. The Complete Streets Design Guide would also

incorporate policy recommendations found in the County's Active Transportation Program and the Safe Streets for All Program.

Supplemental Planning Work: FCDOT would use the SS4A grant to help staff (in conjunction with a consultant team) inventory existing conditions, identify current policies and recent plan work; prepare new maps, illustrations, policies, and recommendations; conduct community outreach; and collect community input. The consultant team would work closely with FCDOT staff and County, community, and other jurisdictional teams to write and produce this design guide. The result is anticipated to be a document that informs County residents, business leaders/stakeholders, and professional staff, and guides them in promoting a safe and accessible transportation system for all in the Fairfax community.

Demonstration Project – Slow Streets Program Pilot for Cumberland Avenue and Dinwiddie Street

Project Overview: Fairfax County proposes a Slow Streets Program Pilot demonstration project for two local streets. Providing "Slow Streets" is a strategy recommendation in the County's Safe Streets for All Program (endorsed May 2022). This demonstration project would be designed to reduce vehicular volumes and speeds, which in turn would increase comfort for active transportation users. Also known as a shared street, or a pedestrian-first street, some of the characteristics of the street could be: a speed limit of 15 miles per hour or less, partial barriers with signage at entry points, traffic calming devices such as chicanes, and vehicle restrictions that only allow access for local traffic, deliveries, and emergency vehicles.

Two streets have been identified for this pilot: Cumberland Avenue and Dinwiddie Street, in the Springfield Community Business Center of Fairfax County, located near the Springfield Plaza shopping mall. Both roads have a posted speed limit of 25 mph and have Annual Average Daily Traffic (AADT) volumes of 1,300 vehicles or less. Neither roadway has sidewalks for pedestrian mobility. These characteristics are conditions amenable to demonstrate a Slow Street program.

Demonstration Work: FCDOT will oversee the implementation of this demonstration project (with assistance from a consultant team), which will also include public outreach and stakeholder coordination with the Virginia Department of Transportation, community groups, and business owners. This work will be performed under the No-Plan process.

3.2 Project's Estimated Schedule.

Demonstration Activity Schedule

Milestone	Schedule Date
NEPA Completion Date:	May 6, 2024
Planned Demonstration Start Date	May 31, 2026
Planned Demonstration End Date	October 31, 2026
Planned Evaluation Period End Date:	November 30, 2026
Planned SS4A Final Report Date:	September 30, 2029

Supplemental Planning Schedule

Milestone	Schedule Date

NEPA Completion Date:	May 6, 2024
Planned Draft Plan Completion Date:	March 31, 2028
Planned Final Plan Completion Date:	November 30, 2028
Planned Final Plan Adoption Date:	May 31, 2029
Planned SS4A Final Report Date:	September 30, 2029

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	**$1,600,000**
Local Funds:	**$400,000**
Total Eligible Project Cost:	**$2,000,000**

(b) Cost Classification Table – Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	$255,000		**$255,000**
Demolition and removal	$15,000		**$15,000**
Construction	$160,000		**$160,000**
Contingency	$70,000		**$70,000**
Project Total	**$500,000**		**$500,000**

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient Contact(s).

Robert Pikora
Transportation Planner III
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
703-877-5714
Robert.Pikora@fairfaxcounty.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Tim Kutz	Transportation Planner III
Ray Johnson	Transportation Planner V

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Virginia
Agreement Officer's Representative (AOR)
400 North 8th Street; Suite 750
Richmond, VA 23219-4825
(804)775-3320
HDAVA@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "**AO**") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the

DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2. The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.

6.5 The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.

6.6 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Slow Streets Program Pilot for Cumberland Avenue and Dinwiddie Street
Baseline Measurement Date: September 1, 2025
Baseline Report Date: February 28, 2027

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: Fairfax County will focus the grant funds on two projects, one for Supplemental Planning to create a Countywide Complete Streets Design Guide, the other for a Demonstration Project for a Slow Streets project.

(Note the project was selected for only a portion of the work presented in the application i.e. no implementation funding was provided.)

The Transportation Policy Plan has been removed from the grant and its funding will be applied to the Complete Streets Design Guide. The Policy Plan project is being completed separate of the grant funding assistance. The scope that has been removed from this grant follows:

Fairfax County Transportation Policy Plan Update

Project Overview: Fairfax County is updating the Countywide Transportation Policy Plan to bring about a modern and updated focus on multimodal policies; including a focus on active transportation (i.e. pedestrian and bicycle) modes, transit use, and safety across the County's transportation network. This project began when the Board of Supervisors authorized an update to the Policy Plan in December 2022. The Transportation Policy Plan last saw a major update in 1990.

The County recently adopted new policies and strategies to address safety and accessibility of the transportation network. Recent policies and strategies include the One Fairfax Policy, a joint racial and social equity policy plan; the 2023 Countywide Strategic Plan, which includes strategies for mobility and transportation to enhance accessibility, affordability, and equity; and the County's Safe Streets and Roads for All Program, which includes active transportation goals and recommendations for pedestrians, cyclists, and safety.

Supplemental Planning Work: Fairfax County Department of Transportation (FCDOT) is actively participating in the Transportation Policy Plan update. Staff will use the SS4A grant to assist (with the help of a consultant) in conducting countywide community outreach; writing new and updated policy recommendations; and crafting a dynamic and modern document, with informational materials, which assist in promoting a safe and equitable transportation system for all in the Fairfax community. The County anticipates that this project will be completed sometime in early 2026.

Funding Sources (Federal Share): Fairfax County was awarded, $240,000 in Federal funding for this supplemental planning project.

Schedule: N/A

Budget: N/A (Note the project was selected for only a portion of the work presented in the application i.e. no implementation funding was provided.)

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)			N/A	N/A
Federal Funds			N/A	N/A
Non-Federal Funds			N/A	N/A
Total Previously Incurred Costs			N/A	N/A
Future Eligible Project Costs			N/A	N/A
SS4AFunds			N/A	N/A
Other Federal Funds			N/A	N/A
Non-Federal Funds			N/A	N/A
Total Future Eligible Project Costs			N/A	N/A
Total Project Costs			N/A	N/A

ATTACHMENT C

[RESERVED]

Attachment D

[RESERVED]

ATTACHMENT E
LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Fairfax County is experienced in the procurement of professional and construction services in accordance with federal regulations including the Brooks Act and Disadvantaged Business Enterprise (DBE) goals. Fairfax County currently has several on-call Professional Services contracts that were procured in accordance with FHWA regulations that will be utilized for the planning, study, and design

phases of each project. Though the projects in this grant work, a complete streets guide, and a slow-street demonstration project will not administer construction, Fairfax County is experienced in procurement and management of construction contracts in accordance with FHWA regulations, including DBE goals, monitoring and reporting, Davis-Bacon, and Equal Employment Opportunity requirements.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT PROGRAM: FHWA PROJECTS

Date: January 4, 2024
Revised: October 1, 2024
Revised: March 17, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021) established the Safe Streets and Roads for All (the "SS4A") Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the "**USDOT**") under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as "Vision Zero" or "Toward Zero Deaths" initiatives.

The USDOT published a Notice of Funding Opportunity (the "**NOFO**") to solicit applications for Federal financial assistance in Fiscal Year 2023 for the SS4A Discretionary Grant Program (88 Fed. Reg. 22090, April 12, 2023).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2023 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term "Recipient" is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7
PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8
USDOT ROLE

8.1 Division of USDOT Responsibilities.

(a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT's administration of the SS4A Grant Program.

(b) The Federal Highway Administration (the "**FHWA**") will administer this grant agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9
RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

(1) all material statements of fact in the Grant Application were accurate when that application was submitted; and

(2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;

(5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

(c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.

(d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

(a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is "Single," then the project-specific agreement obligates for the budget period the amount listed in section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is "Multiple," (for phased agreements) then an amount up to the Grant Amount listed in section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

(1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or

(2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6. (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:

(1) the "Non-Federal Funds" amount decreases; or

(2) the "Total Eligible Project Cost" amount decreases.

(c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

(d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

(1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and

(2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3(a).

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12
GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13
PROGRESS AND FINANCIAL REPORTING

13.1 Quarterly Performance Progress Reports. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.

13.2 Quarterly Financial Status. Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14
PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:

(1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

(2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report: The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

(1) the costs of each eligible project and strategy carried out using the grant;

(2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—

- identified in the grant application; and
- measured by data to the maximum extent practicable; and

(3) [RESERVED]

(4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant

recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15
NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 15.1(b); or

(2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

(a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16
AGREEMENT TERMINATION

16.1 USDOT Termination.

(a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;

(2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,

(5) the USDOT determines that termination of this agreement is in the public interest.

(6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

(a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17
MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2023 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including "FY 2023" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2023" in column c ("Additional Award Identification").

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18
CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure

project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.transportation.gov/office-policy/transportation-policy/made-in-america.

Definitions

"Construction materials" means articles, materials, or supplies —that consist of only one of the items listed below in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material:

(1) The listed Items are:
- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- optical fiber;

- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly or iron or steel or a combination of both.

"Manufactured products" means:

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

"Predominantly of iron or steel or a combination of both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

"Project" means temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

"Section 70917(c) materials" cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering,

surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

18.4 Foreign Market Restrictions. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

18.6 Recipient Responsibilities for Subawards. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

18.7 Subaward and Contract Authorization. If the USDOT Office for Subaward Authorization identified in section 5.1 is "FHWA Office of Acquisition and Grants Management," then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f)(6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19
COSTS, PAYMENTS, AND UNEXPENDED FUNDS

19.1 Limitation of Federal Award Amount. Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

(a) If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to

USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20
LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21
AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

(a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22
[RESERVED]

ARTICLE 23
[RESERVED]

ARTICLE 24
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

24.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

(a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

(b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act.

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

24.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

(a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R part 175: Award Term for Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 25
ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26
WAIVER

26.1 Waivers.

(a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.

(b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

(c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27
ADDITIONAL TERMS AND CONDITIONS

27.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2023 Notice of Funding Opportunity for Safe Streets and Roads for All.

27.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.3 Environmental Review

(a) In this section, **"Environmental Review Entity"** means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

27.5 Relocation and Real Property Acquisition.

(a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49 C.F.R. part 24.

27.6 Equipment Disposition.

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section (27.6) for all tiers of subawards under this award.

ARTICLE 28
MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 30.2;

(2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and

(3) this award is not for research and development.

ARTICLE 29
CONSTRUCTION AND DEFINITIONS

29.1 Attachments. This agreement includes the following attachments as integral parts unless Attachment D is not required for certain Grants:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	[RESERVED]
Attachment D	[RESERVED]
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 SS4A Grant Program", dated March 17, 2025 and available at https://www.transportation.gov/grants/ss4a/grant-agreements, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–2830, then the provision in articles 1–2830 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

"**Program Statute**" means the IIJA section 24112 and statutory text under the heading "Safe Streets and Roads for All Grants" in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

"**SS4A Grant**" means an award of funds that were made available under the SS4A NOFO.

"**Grant Application**" means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30
AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 **Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT's authorized representative signs it.

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 16

Additional Time to Establish Use or Commence Construction for Special Exception SE-2016-HM-007, Scimores Academy (Hunter Mill District)

ISSUE:
Board consideration of additional time to establish use or commence construction for SE-2016-HM-007, pursuant to the provisions of subsection *8100.3.D.(6) of the Zoning Ordinance*.

RECOMMENDATION:
The County Executive recommends that the Board approve thirty-six months additional time for SE-2016-HM-007, to establish use or commence construction, to July 1, 2028.

TIMING:
Board action is requested on August 26, 2025. The expiration date of the Special Exception (SE) was July 1, 2025.

BACKGROUND:
Under subsection *8100.3.D.(6) of the Zoning Ordinance*, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. This request was filed on June 5, 2025, prior to the expiration date of July 1, 2025. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

The 8.07 acre subject site, of which 5.94 acres is zoned R-2 and 2.12 acres is zoned C-5, is located in the northeast quadrant of the intersection of Centreville Road and West Ox Road, in Herndon, Tax Map 25-1 ((1)) 16, 17, 19, 20 and 21 (see locator map, Attachment 1). On June 6, 2017, the Board of Supervisors approved Special Exception SE-2016-HM-007, subject to development conditions (see Clerk's letter, Attachment 2). The SE was filed in the name of Scimores Academy, LLC, concurrent with rezoning application RZ-2016-HM-010, to permit a private school of special education for art and

music of up to 48,000 square feet. SE-2016-HM-007 was approved with a condition that the use be established, or construction be commenced and diligently prosecuted within 30 months of the approval date unless the Board granted additional time. The SE would have expired, without notice, on December 6, 2019. However, on January 14, 2020, the Board of Supervisors approved 24 months of additional time to commence construction or establish the use until December 6, 2021. This was then extended per *§15.2-2209.1 of the Code of Virginia*, which permitted automatic extensions of this deadline to July 1, 2025. On June 5, 2025, the Department of Planning and Development (DPD) received a letter, from Andrew Painter, agent for the Applicant, requesting 36 months of additional time (see Attachment 3).

The letter states additional time is necessary to establish the use. According to the letter, the Applicant continues to identify funding sources for the project and is continuing to work with its civil engineer and architect to prepare, file, and diligently process site plan 7693-SP-045-2 with Land Development Services, which is now in the bonds and agreements stage. While the Applicant is diligently working through these processes, additional time of 36 months is requested to ensure the SE approval remains valid, and will allow the requestor to establish the use and/or commence construction.

Staff has reviewed Special Exception SE-2016-HM-007 and has established that the proposal is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a private school of special education within the R-2 zoning district. Further, staff knows of no change in land use circumstances which should require the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the special exception. Finally, the conditions associated with the Board's approval of SE-2016-HM-007 are still appropriate and remain in full force and effect. The Applicant has demonstrated that they are pursuing development of the property in good faith, and staff believes that approval of the request for 36 months additional time is in the public interest and recommends that it be approved.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

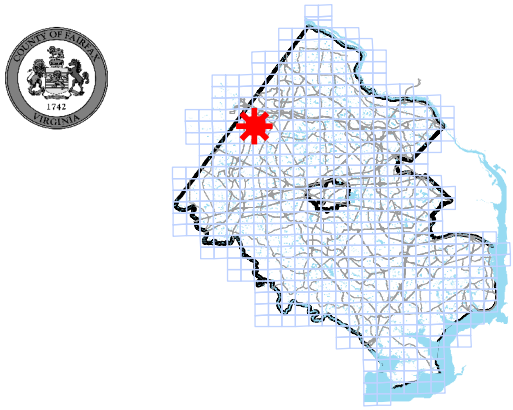
Board Agenda Item
August 26, 2025

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Clerk's Letter Dated June 7, 2017, to Andrew Painter
Attachment 3: Letter Dated June 5, 2025, to Leslie Johnson

STAFF:
Jennifer Miller, Deputy County Executive
Tracy D. Strunk, Director, Department of Planning and Development (DPD)
Suzanne Wright, Director, Zoning Evaluation Division (ZED), DPD
Cathy Belgin, Chief, Conformance Review & Acceptance Branch, ZED, DPD
Laura O'Leary, Staff Coordinator, ZED, DPD

Special Exception

SE 2016-HM-007



Applicant: SCIMORES ACADEMY LLC
Accepted: 04/19/2016
Proposed: PRIVATE SCHOOL OF SPECIAL EDUCATION
Area: 8.07 AC OF LAND; DISTRICT - HUNTER MILL
Zoning Dist Sect: 03-0104
Located: 2625 & 2633 CENTREVILLE ROAD AND 2703 & 2705 WEST OX ROAD, HERNDON, VA 20171
Zoning: C- 5
Plan Area: 3,3,
Overlay Dist:
Map Ref Num: 025-1- /01/ /0016 /01/ /0017 /01/ /0019 /01/ 01/ /0020 /01/ /0021

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

RECEIVED
Department of Planning & Zoning

JUN 27 2017

Zoning Evaluation Division

June 7, 2017

Andrew Painter,
Walsh, Colucci, Lubeley & Walsh, P.C.
2200 Clarendon Boulevard, Suite 1300
Arlington, VA

Re: Special Exception Application SE 2016-HM-007
(Concurrent with Rezoning Application RZ 2016-HM-010)

Dear Mr. Painter:

At a regular meeting of the Board of Supervisors held on June 6, 2017, the Board approved Special Exception Application SE 2016-HM-007 the name of Scimores Academy, LLC. The subject property is located at 2625, 2629, and 2633 Centreville Road and 2703 and 2705 West Ox Road on approximately 8.07 of land, zoned C-5 and R-1 with all R-1 and a part of C-5 land proposed to be rezoned to R-2 in the Hunter Mill District [Tax Map 25-1 ((1)) 16, 17, 19, 20 and 21]. The Board's action permits a private school of special education pursuant to Section 3-204 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

1. This special exception is granted for and runs with the land indicated in this application and is not transferable to other land.

2. This special exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the special exception plat approved with the application, as qualified by these development conditions.

3. The three (3) existing Historic Residential Structures shall be permitted to remain in residential use as the principal use and may be used for residential, school, administrative, or commercial purposes related to the private school of special education or the Fairfax County Park Authority. The existing Floris United Methodist Church shall continue to be used as a place of worship.

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

4. Any plan submitted pursuant to this special exception for the private school of special education shall be in substantial conformance with the approved GDP/SE Plat entitled "The Floris Conservatory For Fine Arts" as prepared by Walter L. Phillips, Inc. and consisting of fourteen (14) sheets dated April 18, 2016 and revised through May 5, 2017. Minor modifications to the approved special exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Fairfax County Zoning Ordinance.

5. A copy of the Special Exception shall be posted in a conspicuous place on the Property along with the Non-Residential Use Permit of the use and shall be made available to all Departments of the County of Fairfax during hours of operation of the permitted use.

6. The private school of special education shall serve no more than a total of 365 students enrolled during any one of the three (3) daily class sessions described in Development Condition #8.

7. The private school of special education shall be open between 8:00 a.m. and 10:30 p.m., with extended hours for staff between 7:00 a.m. and 11:00 p.m.

8. The private school of special education may offer up to three (3) one-hour group classes during weekdays between the hours of 3:00 p.m. and 8:00 p.m., and up to three (3) one-hour group classes during weekend days between the hours of 9:00 a.m. and 3:00 p.m., with a minimum one-hour interval between each class session to permit sufficient time for vehicles to enter and leave the Property.

9. The private school of special education shall employ a maximum of 100 faculty and staff members, including faculty and administrative, support, maintenance, and transportation staff.

10. The Applicant may make the private school of special education's facilities available for use for individual instruction and by outside organizations including, but not limited to, civic and homeowner associations, community fine arts groups, business entities, and educational entities, the Fairfax County Park Authority, and Fairfax County Public Schools. The Applicant shall appoint an event manager that will coordinate use of the Academy by outside organizations. All such uses by outside organizations shall be limited to those that can be parked entirely on the Property and shall adhere to the hours of operation stipulated in Development Condition #7.

11. All parking for the private school of special education shall be located on the Property and parking on surrounding streets shall be prohibited. The Applicant shall provide written and verbal instructions to all students and parents, and shall post signage in conspicuous places on the Property instructing parents and visitors to the private school of special education not to park on neighborhood streets.

12. The Applicant shall appoint an internal transportation coordinator to address transportation issues related to the private school of special education. The transportation coordinator shall encourage participation in a transportation management program designed to reduce the number of vehicle trips to and from the Property during the PM peak hour. Elements of the program may include busing, shuttles, staggered pick-ups, carpools, and/or other means. The transportation coordinator shall also be responsible coordinating with adjacent property owners, as needed, to plan for overflow parking for larger events, whether related to the special exception use, Frying Pan Park use, or related to any accessory user. The transportation coordinator shall establish a neighborhood liaison committee to meet with interested neighbors on a semi-annual basis from the Copper Crossing, Mountain View, and Floris Downs associations (as well as any other association which request inclusion) to discuss and address neighborhood concerns regarding transportation issues and the operation of the private school of special education as it relates to impacts on the surrounding neighborhood. The Applicant shall annually provide the transportation coordinator's telephone number to the Fairfax County Department of Transportation and the District Supervisor's office.

13. The Applicant's transportation coordinator shall investigate any written complaints of off-premises parking, and shall provide a written response to any identified concern received to the complaining party within five (5) business days. A copy of any response shall be provided to the District Supervisor's office.

14. In the event a complaint is made regarding a specific driver parking on neighborhood streets in violation of Development Condition #12, then upon investigation, the Applicant shall issue a verbal warning to that driver. If a second incident complaint is made regarding that same driver, the Applicant shall issue a written warning; if a third incident complaint is made, the Applicant shall suspend the enrollment of relevant students until compliance with Development Condition #12 can be reasonably assured.

15. The design for the private school of special education building shall provide substantial natural light and the building facades shall be oriented to minimize glare from the east and west while opening up to the north and to the courtyard. The classrooms and performance spaces shall be organized around the courtyard and, where possible, take advantage of direct access to natural light and views of Frying Pan Farm Park on the exterior.

16. The main building entry shall connect the park to the north to the interior courtyard spaces.

17. The general material palette for the building exterior shall be derived from the local context of the rural Virginia landscape and farm buildings to reinforce the local character and reinterpret the private school of special education using materials

such as, but not limited to, indigenous stone, glass, and metals that weather naturally.

18. The design of the private school of special education building shall be integrated into the topographic change on the Property. The building shall appear as a one-story building on the street-sides and opening up to a two-story building on the north side. The design for the private school of general education shall adhere to the following architectural guidelines:

Windows:
a. Windows should include a light transmission percentage of no less than 65 percent;
b. Vertically oriented frame windows may be used to provide daylight to classroom rooms. Where used, they should be oriented in a rational and logical pattern;
c. The north side of the building shall contain larger window openings responding to the location of the main entrance spaces and academy public areas; and
d. Framed windows on the upper level of the building may contain sloped panels to maximize vertical architectural read.

Doors:
a. Main entry doors shall be glazed and integrated into lobby glass walls;
b. Exterior secondary and utility doors shall be painted hollow metal to match the metal panel color specified; and
c. Specialty courtyard doors shall be glazed to maximize visibility and access to the external courtyard classrooms.

Roof Permitted Materials:
a. Materials may include sloped built-up roofing systems and green roof systems to blend into the surrounding park environment;
b. Roof surfaces visible from the ground should be either sedum green roof systems or standing seam metal roof systems; and
c. Non-green, flat roofs, not visible from the ground, shall be lightly colored or high albedo, to reflect and reduce the absorption of heat gain.

Roof Pitch:
a. Non-flat roofs shall slope in one direction not to exceed 1 to 12; and
b. Flat roofs (except for decks) shall be screened behind integrated parapet walls.

Roof Penetrations:
a. Roof penetrations (such as plumbing and heating vents) shall be placed on the rear of the roof and painted to match the color of the roof;
b. Skylights shall be flat, not domed or shaped, and mounted parallel to the slope of the roof, and shall coordinate with the roof color.

Porches:

a. Porches shall be compatible with the building exterior regarding materials, color and style;
b. Undersides of porches shall include high-density wood board cladding; and
c. Access shall be accommodated by grading, where possible, to avoid extensively long and or intrusive ramps.

Ramps and Stoops:

a. Stoops and ramps shall be constructed of concrete and stone to match the adjacent building materials; and
b. Ramps and stoops shall include stainless steel handrails.

Miscellaneous Architectural Elements:

a. Utility sheds: Around proposed site utilities, exterior sheds shall be screened and enclosed with painted metal and wood enclosures to match the aesthetic of the adjacent school.
b. Handrails: Balcony and site handrails shall be constructed from the adjacent exterior materials including stainless steel, painted aluminum panel, wood, stone and glass.
c. Gutters and Downspouts: Roof flashing, rain gutters and downspouts shall be constructed of galvanized metal, or aluminum, and finished to match the adjacent metal panel and roof flashing. Internally discharged gutters and roof drains shall be implemented where possible.
d. Air Conditioning Units: Cooling units shall be located on the roof and screened from the ground and adjacent buildings. Air conditioning units shall be acoustically shielded.
e. Communication Antennas: Communication antennas shall be built into roof wells on the roof where possible to be shielded from view.
f. Mechanical Systems: Outdoor mechanical systems for the purposes of heating, cooling, telephone, electric, cable television, or water supply shall be incorporated into the building and screened from public view wherever possible. If the mechanical systems are located on the roof, they shall be screened or otherwise integrated into the building design.
g. Awnings: Due to the educational nature of the building retractable or fixed awnings are prohibited.
h. Foundations: Building foundations shall be treated with stone to match the exterior wall, wherever applicable. Foundation stone shall match other adjacent landscape stone.

This approval, contingent on the above noted conditions, shall not relieve the applicants from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicants shall be responsible for obtaining the required Non-Residential Use Permit through established

procedures, and this special exception shall not be valid until this has been accomplished.

Pursuant to Section 9-015 of the Fairfax County Zoning Ordinance, this special exception shall automatically expire, without notice, thirty (30) months after the date of approval unless the use has been established or construction has commenced and been diligently prosecuted. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

The Board also:

- Approved a modification of Par. 2B of Sect. 3-207 and Par. 1A of Sect. 4-507 of the Zoning Ordinance to provide the front yard setback for the existing historic residences along West Ox Road in favor of that shown on the GDP/SE Plat

- Approved modifications of Sect. 13-303 and Sect. 13-304 of the Zoning Ordinance for the transitional screening and barrier requirements in favor of that shown on the GDP/SE Plat

- Approved a modification of Par. 2 of Sect. 17-201 of the Zoning Ordinance to allow construction of a sidewalk instead of the required natural surface trail along West Ox Road, as shown on the GDP/SE Plat

- Approved a waiver of Par. 4 of Sect. 17-201 of the Zoning Ordinance to eliminate the requirement for frontage improvements along West Ox Road in favor of that shown on the GDP/SE Plat

Sincerely,

Catherine A. Chianese

Catherine A. Chianese
Clerk to the Board of Supervisors

SE 2016-HM-007
June 7, 2017

cc: Chairman Sharon Bulova
Supervisor Catherine Hudgins, Hunter Mill District
Howard Goodie, Director, Real Estate Division, Dept. of Tax Administration
Tracy D. Strunk, Director, Zoning Evaluation Division, DPZ
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay
Michael Davis, Section Chief, Transportation Planning Division
Donald Stephens, Transportation Planning Division
Ken Williams, Plans & Document Control, ESRD, DPWES
Andrea Dorlester, Park Planning Branch Manager, FCPA
Abdi Hamud Development Officer, DHCD/Design Development Division
Jill Cooper, Executive Director, Planning Commission
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

Andrew A. Painter, Esq.
(571) 209-5775
apainter@thelandlawyers.com

WALSH COLUCCI
LUBELEY & WALSH PC

June 5, 2025

Via Fairfax County PLUS

Ms. Leslie B. Johnson, Zoning Administrator
Zoning Administration Division
Fairfax County Department of Planning and Development
12055 Government Center Parkway, Suite 807
Fairfax, Virginia 22035

Re: Request for Additional Time: SE 2016-HM-007
Scimores Academy, LLC
Fairfax County Tax Map ##25-1 ((1)) 16, 17, 19, 20, and 21 (jointly, the "Property")

Dear Ms. Johnson:

On behalf of **Scimores Academy, LLC** ("Scimores"), and subsection 8100.3.D(6) of the Zoning Ordinance of Fairfax County, Virginia (the "Zoning Ordinance"), I am writing to request additional time to establish the private school of special education use associated with SE 2016-HM-007.

By way of background, the Board of Supervisors (the "Board') approved SE 2016-HM-007 on June 6, 2017 concurrently with RZ 2016-HM-010. These approvals permit a private school of special education up to a maximum of 48,000 square feet with an overall development intensity of 0.17 FAR, as well as accessory parking, private outdoor recreation areas, and open space areas. The approvals were made subject to a proffer statement dated May 15, 2017, special exception conditions, and a Generalized Development Plan/Special Exception/Special Exception Amendment Plat.

Pursuant to the conditions of approval imposed by the Board, the special exception amendment was set to expire 30 months after the date of approval (or on December 6, 2019) unless construction of the improvements has commenced and been diligently pursued. On October 9, 2019, our firm requested 24 months of additional time to establish the approved use or commence construction of the improvements approved with SE 2016-HM-007, with the new expiration date of the approval being December 6, 2021.

On May 19, 2023, our firm requested confirmation that due to statutory changes to Va. Code Ann. § 15.2-2209.1, the period of validity was automatically extended by operation of the statute through July 1, 2025. This was confirmed by staff on May 22, 2023.

While the Applicant is diligently working through these business matters, it is clear that additional time will be required to establish the approved use. Scimores continues to identify funding sources for the project and has worked with its civil engineer and architect to prepare, file and diligently process a site plan (#007693-SP-045-2), which is now in the bonds and agreements stage.

The Applicant respectfully request Board's approval of an additional 36 months to establish/commence construction of the improvements approved with SE-2016-HM-007 pursuant to the special exception conditions and the authority granted by subsection 8100.3(D)6 of the Zoning Ordinance. If this additional time is granted, the new expiration date of the approval will be July 1, 2028. There have been no changes in circumstances that would render the existing approval inconsistent with the Zoning Ordinance, the Comprehensive Plan, or the public interest.

For reference, a copy of staff's May 22, 2023 letter and a copy of the special exception conditions is enclosed. Should you have any questions or require additional information, please do not hesitate to contact me directly at (571) 209-5775. As always, I appreciate your cooperation and assistance.

Very truly yours,

WALSH, COLUCCI, LUBELEY & WALSH, P.C.



Andrew A. Painter

Enclosures

cc: Mr. Hemanth Balasundaram, Scimores Acadamy LLC
Mr. Aaron Vinson, P.E., Walter L. Phillips, Inc.
Mr. Bernard S. Suchicital, Walsh Colucci

O:\clients\008660\000014\APP\A1309886.DOC

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 17

Additional Time to Establish Use or Commence Construction for Special Exception SE-2022-PR-00001, Petroleum Marketing Group, Inc. (Providence District)

ISSUE:
Board consideration of additional time to establish use or commence construction for SE-2022-PR-00001, pursuant to the provisions of *subsection 8100.3.D.(6) of the Zoning Ordinance*.

RECOMMENDATION:
The County Executive recommends that the Board approve 12 months additional time for SE-2022-PR-00001, to establish the use or commence construction, to July 1, 2026.

TIMING:
Board action is requested on August 26, 2025. The expiration date of the special exception was July 1, 2025.

BACKGROUND:
Under *subsection 8100.3.D.(6) of the Zoning Ordinance*, if a use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator *prior to* the expiration date of the special exception. This request was filed on May 26, 2025, prior to the expiration date of July 1, 2025. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

The subject property is a 19,643 square foot, rectangular-shaped lot, which is zoned C-8 and located in Tysons on the south side of Chain Bridge Road, approximately 235 feet east of the intersection of International Drive and Chain Bridge Road. [Tax Map 29-4 ((1)) 17] (See locator map, Attachment 1). The subject property abuts Tysons Corner Center, and the Tysons Metro Station is located approximately 600 feet to the northeast. The site is currently developed with an Exxon Mobil fueling station and a light vehicle repair and maintenance facility.

Board Agenda Item
August 26, 2025

On December 6, 2022, the Board of Supervisors approved Special Exception SE-2022-PR-00001, subject to development conditions (See Clerk's Letter, Attachment 2). The application was filed in the name of Petroleum Marketing Group, Inc., to permit the addition of a convenience store within an existing service station building, and to waive the open space requirement for the site.

The special exception (SE) was approved with a condition requiring that the use be established, or construction be commenced and diligently prosecuted, within 30 months of the approval date unless the Board granted additional time. The SE would have expired, without notice, on June 6, 2025, however, *§15.2-2209.1 of the Code of Virginia* permitted an automatic extension to July 1, 2025. On May 26, 2025, the Department of Planning and Development (DPD) received a letter, from Faheem Darab, agent for the Applicant, requesting 12 months of additional time (See Attachment 3).

Mr. Darab states additional time is necessary to commence construction and establish the use due to issues with securing final site plan and building permit approvals. Site Plan SP-2023-00079 was accepted for County review on April 14, 2024, and the applicant is working to address technical review comments from Land Development Services, the Virginia Department of Transportation, the Fire Marshal's Office, and the Department of Public Works and Environmental Services. The Applicant also has a pending building permit (ALTC-2023-02280), which has passed critical structure review as of late 2023. Since the approval of the SE, the Applicant has worked towards construction, as evidenced by the pending site and permit applications, however additional time is needed to resolve all outstanding technical issues. Mr. Farab is requesting an additional 12 months to ensure the SE approval remains valid and allow the Applicant to commence construction.

Staff has reviewed SE-2022-PR-00001 and has determined that the proposal is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a vehicle fueling station within the C-8 zoning district. Further, staff knows of no change in land use circumstances which should require the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the special exception. Finally, the conditions associated with the Board's approval of SE-2022-PR-00001 are still appropriate and remain in full force and effect. The applicant has demonstrated that they are pursuing development of the property in good faith, and (as noted) are working towards receiving site plan and building permit approval. Staff believes that approval of the request for 12 months additional time is in the public interest and recommends that it be approved.

Board Agenda Item
August 26, 2025

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Clerk's Letter Dated December 14, 2022, to David R. Gill
Attachment 3: Letter Dated May 26, 2025, to Leslie B. Johnson

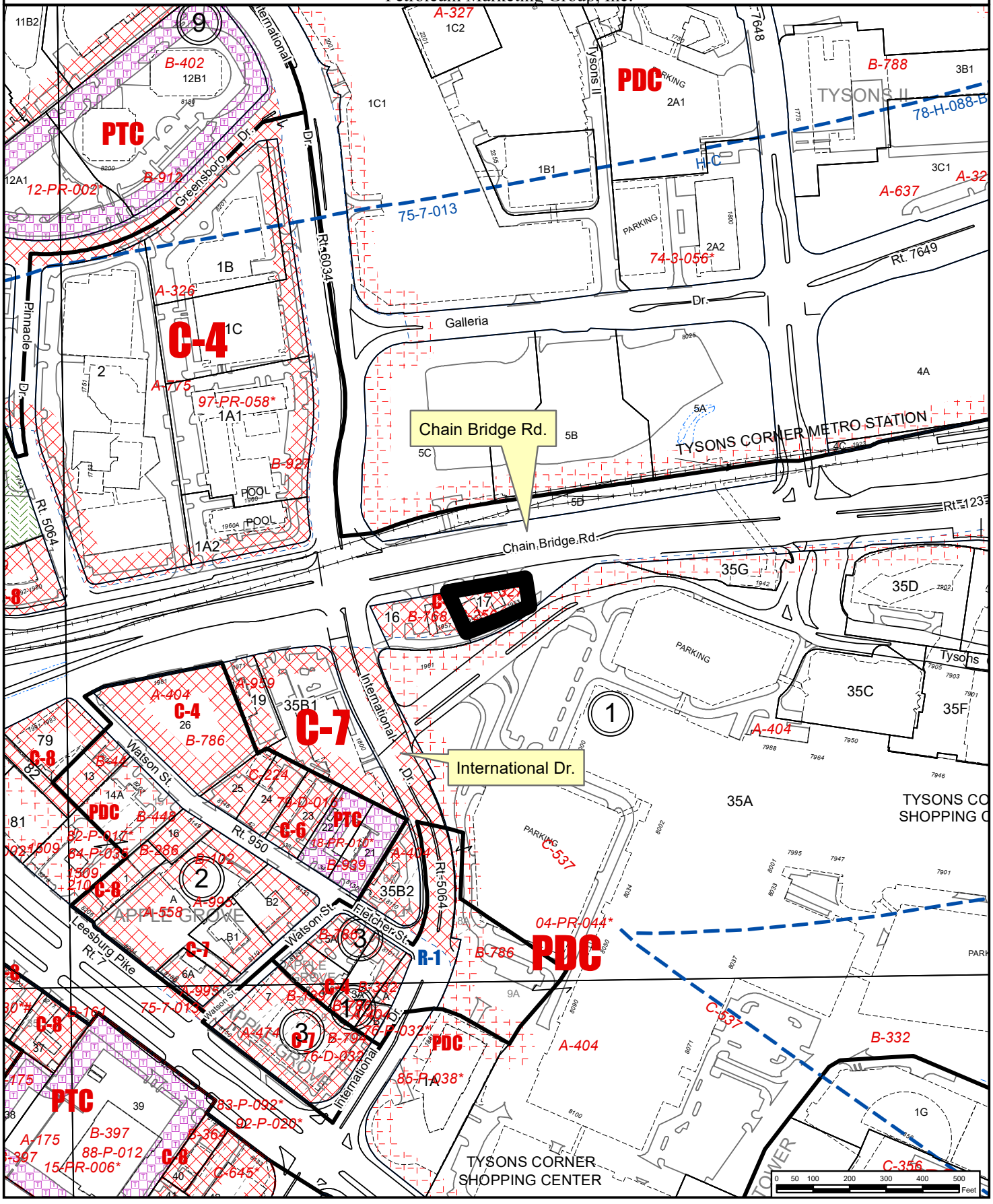
STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Division (DPD)
Suzanne Wright, Director, Zoning Evaluation Division (ZED), DPD
Cathy Belgin, Chief, Conformance Review & Acceptance Branch, ZED, DPD
Ryan Johnson, Staff Coordinator, ZED, DPD

ATTACHMENT 1

Special Exception

SE-2022-PR-00001

Petroleum Marketing Group, Inc.



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods, and diverse communities of Fairfax County

December 14, 2022

David R. Gill
Wire Gill LLP
1818 Library Street, Suite 500
Reston, Virginia 20190

RE: Special Exception Application SE 2022-PR-00001 - Petroleum Marketing Group, Inc.
Providence District

Dear Mr. Gill:

At a regular meeting held on December 6, 2022, the Board of Supervisors approved Special Exception Application SE 2022-PR-00001, subject to the following development conditions dated October 18, 2022:

1. This Special Exception is granted for the location and runs with the land indicated in the application and is not transferable to other land.

2. This Special Exception is granted only for the purpose(s), structure(s), and/or use(s) indicated on the Special Exception Plat approved with the application, as qualified by these development conditions.

3. Any plan submitted pursuant to this Special Exception (SE) must be in substantial conformance with the approved Special Exception Plat, entitled "PMG – Tysons Corner, Special Exception Plat," and prepared by Kimley Horn, which is dated August 12, 2022, containing 15 sheets and these conditions. Minor modification to the approved Special Exception may be permitted pursuant to subsection 8100.5 of the Zoning Ordinance.

4. Prior to the issuance of the Non-Residential Use permit (Non-RUP) for the convenience store, the applicant must remove the existing 8-foot-tall freestanding gas price sign shown on Sheet C4.0 of the SE Plat from the Virginia Department of Transportation (VDOT) right-of-way along Chain Bridge Road.

5. Prior to the issuance of the Non-RUP, the applicant must provide bicycle racks for the property, with the number of spaces, the type of bicycle racks, and final locations of which must be determined in coordination with the Fairfax County Department of Transportation (FCDOT) Bicycle Coordinator.

Department of Clerk Services
Clerk for the Board of Supervisors
12000 Government Center Parkway, Suite 552
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

6. Landscape Planting Plan: As part of the first and all subsequent building plan submissions, the applicant must include a natural landscape planting plan comprised of non-invasive, locally native species of trees, shrubs, grasses, and groundcovers which must be in conformance with the SE Plat and specifications for review and approval by the Urban Forest Management Division (UFMD) in the Department of Public Works and Environmental Services. The proposed plantings must be suitable to the site conditions. Selective plantings of non-invasive annuals are permitted to supplement the natural landscaping. The landscape planting plan must address how the plantings will be installed to the current ANSI standards, the category, size, and species of the plantings to be installed for the landscape buffer, and the timing of when the plantings will be installed.

7. Invasive Plant Species Management: Areas containing plant species that are known to be invasive in quantities that threaten the long-term health and survival of the existing vegetation present must be the subject of an invasive plant species management plan. At the time of building plan submission, the applicant must provide a management plan for review and approval by UFMD specifying the common and scientific name of invasive species proposed for management, the target area for management efforts, methods of control and disposal of invasive plants, timing of treatments and monitoring, duration of the management program, and potential reforestation as needed.

8. Landscape Planting Pre-installation Meeting: Prior to installation of any plants to meet the requirements of the approved landscape planting plan, the applicant must coordinate a pre-installation meeting on the site with the landscape contractor, UFMD staff, and any additional appropriate parties. Any proposed changes to planting locations, tree/shrub planting sizes, and species substitutions shown on the approved plan must be reviewed and must be approved by UFMD staff prior to planting. The installation of plants not approved by UFMD may require the submission of a revision to the landscape plan or removal and replacement with approved trees/shrubs prior to bond release. The applicant must submit a landscape plan that shows, at a minimum, landscaping as depicted on the SE Plat, with the first submission, and all subsequent submissions, of the building plan for review and approval by UFMD. All landscaping must be installed prior to the issuance of the first Non-RUP on the property, or as determined by UFMD for a particular project, but no later than bond release.

9. Soil Remediation: Soil in planting areas that contain construction debris and rubble, are compacted or are unsuitable for the establishment and long-term survival of landscape plants, must be the subject of remedial action to restore planting areas to satisfy cultural requirements of trees, shrubs and groundcovers specified in the landscape planting plan. The applicant must provide notes and details specifying how the soil will be restored for the establishment and long-term survival of landscape plants for review and approval by UFMD.

10. Inspection of mulch beds for conformance with the approved landscape plan must be conducted at the time that the first Non-RUP is issued on the property. After mulch areas have been accepted, they will become the responsibility of the property owner who must not be precluded from managing or planting these areas according to their preference.

11. Prior to the issuance of a Non-RUP for the convenience store, if UFMD determines the trees proposed to be planted adjacent to Chain Bridge Road right-of-way as shown on the SE Plat should be relocated to increase their survivability, adjustments to the tree species and locations within the SE area are permitted with approval from UFMD and provided the quantity and quality of trees and total area dedicated to landscaping remains in substantial conformance with the SE Plat.

12. Prior to building plan approval, the applicant must demonstrate that pedestrian lighting will be provided along the Chain Bridge Road frontage and such lighting will achieve at least a 1.0-foot candle level at the surface of the sidewalk along this frontage and will meet the Outdoor Lighting Standards in Section 5109 of the Zoning Ordinance. Such pedestrian lighting must be installed prior to the issuance of the Non-RUP.

13. The applicant must clear snow, in a timely manner, from the portion of the sidewalk along the subject property's frontage along Chain Bridge Road.

14. Prior to the issuance of a Non-RUP for the convenience store, the applicant must provide two electric vehicle (EV) ready parking spaces, to include conduits, which support a minimum of two Level 2 universal EV charging stations. The applicant must demonstrate to the Land Development Services (LDS) and the Environment and Development Review Branch (EDRB) of the Department of Planning and Development (DPD) that they are actively engaged with an EV charging provider prior to issuance of the Non-RUP for the convenience store. The applicant will provide LDS and EDRB with documentation demonstrating that charging stations have been installed and are fully functional prior to bond release. Irrespective of the location of the two EV spaces shown on the SE Plat, the two EV spaces may be located in any of the eight parking spaces on the site.

15. Green Building:

    A. EarthCraft Light Commercial: Prior to the issuance of the building permit for the convenience store, the applicant must provide documentation to the Environment and Development Review Branch (EDRB) of the Department of Planning and Development (DPD) and to the Land Development Services (LDS) from the assigned EarthCraft Light Commercial (ECLC) Project Manager demonstrating that the project has had both the ECLC Design and Planning Review and the ECLC Pre-Construction Meeting, and is meeting all requirements to obtain ECLC Gold certification. Prior to the

issuance of the Non-RUP for the convenience store, the applicant must provide documentation from the assigned ECLC Project Manager to EDRB and LDS demonstrating that the project has met all requirements pertaining to the ECLC Final Site Visit and has applied for the ECLC Gold certification.

B. Alternative Program: To use a program other than EarthCraft Light Commercial, the applicant must provide evidence to the Environment and Development Review Branch (EDRB) of the Department of Planning and Development (DPD) demonstrating that the alternative green building program: is administered by an independent third-party; has demonstrated equivalence to LEED or EarthCraft certification; and ensures that equivalent environmental and energy efficiency will be achieved. The use of an alternative program must be approved by EDRB prior to building plan submission.

16. The applicant must provide and maintain inlet filters for the two inlets, as shown on Sheet C7.0 of the SE Plat.

17. Prior to building plan approval, the applicant must work with the Urban Forest Management Division (UFMD) and the Urban Centers Section (UCS) in the Department of Planning and Development to provide the following:

    (a). Additional landscaping to be provided to reduce impervious surface in the area of the inter-parcel connection that will be closed along the Chain Bridge Road frontage;

    (b). Street trees between the back of curb and the sidewalk along the Chain Bridge Road frontage; and

    (c). Bench(es) and trash can(s) in accordance with Tysons Urban Design Guidelines.

    Such landscaping, street trees, and bench(es)/trash can(s), as determined by UFMD and UCS, must be provided prior to the issuance of the Non-RUP or an alternative timing for landscaping and street tree plantings may be permissible, as determined by UFMD.

18. The applicant must contribute $5,000.00 to the *Capital Project titled Traffic Light Signals – FRD Proffers in Fund 300-C30070, Public Safety Construction* for use in the installation of emergency vehicle preemption equipment on traffic signals within the Tysons area as determined by the Fire and Rescue Department. The contribution must be paid prior to the issuance of the Non-RUP for the convenience store. The applicant will have no responsibility for installation or maintenance of the preemptive signal devices.

19. Pursuant to subsection 4102 of the Zoning Ordinance, this Special Exception will automatically expire, without notice, 30 months after the date of approval unless the convenience store use has been established as evidenced by issuance of a Non-Residential Use Permit or construction has commenced and been diligently prosecuted. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

This approval, contingent on the above noted conditions, does not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant is responsible for obtaining the required Non-Residential Use Permit through established procedures.

The Board also:

- Waived the loading space requirement in subsection 6101.3 of the Zoning Ordinance

For additional information, please go to https://plus.fairfaxcounty.gov/CitizenAccess/ or contact the Zoning Evaluation Division at (703) 324-1290.

Sincerely,

Jill G. Cooper
Clerk for the Board of Supervisors

Cc: Supervisor Dalia A. Palchik, Providence District
Thomas Reed, Director, Real Estate Division, Dept. of Tax Administration
Tracy D. Strunk, Director, Zoning Evaluation Division, Dept. of Planning and Development
Drew Hushour, Deputy Zoning Administrator, Dept. of Planning and Development
Michael Liddle, Director, GIS Services, Department of Information Technology
Jeff Hermann, Section Chief, Transportation Planning Division
Samantha Hudson, Park Planning Branch Manager, FCPA
Abdi Hamud, Program Administrator, DHCD/Design Development Division
Jessica Gillis, Coordinator, Facilities Planning, Fairfax County Public Schools
Michael Guarino, Chief Capital Projects Sections, Dept. of Transportation
Morgan Wolfe, Chief, Bonds & Agreements, Land Development Services

ATTACHMENT 3

WIRE GILL LLP

Faheem Darab
fdarab@wiregill.com
703-362-7793

May 26, 2025

Leslie Johnson, Zoning Administrator
Zoning Administration Division
Department of Planning and Development
12055 Government Center Parkway, Suite 807
Fairfax, VA 22035

VIA PLUS

Re: Extension Request to Establish Use for SE 2022-PR-00001 Petroleum Marketing Group, Inc. (the "SE")

Dear Leslie,

We represent the Applicant, Petroleum Marketing Group, Inc., (please see Attachment "A" Owner and Applicant Consent Letters) and we are requesting a 12-month extension of time on the approved SE referenced above, in order to establish the use. The SE was adopted by the Board of Supervisors on 12/06/2022, and a number of Development Conditions were adopted as part of that approval (please see Attachment "B" Board Clerk's letter and Attachment "C" Development Conditions). In particular, Development Condition #19 states in part that the SE will expire 30 months after approval, unless extended by the Board of Supervisors. On 05/16/25, Ryan Johnson of Fairfax County Department of Planning and Development contacted us to inform the Applicant that the SE was approaching its expiration date.

The Applicant, after SE approval, has been diligently working to establish the uses through the Site Plan, Building Permits, and Bonds and Agreements processes with the County. We have encountered several issues during Site Plan review, and Bonds and Agreements that have required additional work and time to resolve.

We believe that an extension of 12 months will enable us to complete the required permit reviews, and begin construction, thus establishing the use.

Please let us know if you have any questions or need more information from us.

Kindest Regards,

Faheem Darab

Faheem Darab

Attachments:

A. SE 2022-PR-00001 Owner and Applicant Consent Letters
B. SE 2022-PR-00001 BOS Clerk Letter
C. SE 2022-PR-00001 Development Conditions dated 10/18/22

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 18

Additional Time to Establish Use or Commence Construction for Special Exception Amendment SEA-94-Y-023, Pohanka Virginia Properties, LLC (Sully District)

ISSUE:
Board consideration of additional time to establish use or commence construction for SEA-94-Y-023, pursuant to the provisions of *subsection 8100.3.D.(6) of the Zoning Ordinance*.

RECOMMENDATION:
The County Executive recommends that the Board approve 24 months additional time for SEA-94-Y-023, to establish use or commence construction, to July 1, 2027.

TIMING:
Board action is requested on August 26, 2025. The expiration date of the Special Exception was July 1, 2025.

BACKGROUND:
Under *subsection 8100.3.D.(6) of the Zoning Ordinance*, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. This request was filed on February 24, 2025, prior to the expiration date of July 1, 2025. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

The 13.97-acre subject site, Tax Map 34-4 ((1)) 49, 50, 50A, 51 and 53, is located at 13901 Route 50, in Chantilly (see Locator map, Attachment 1) and is zoned C-8, WS and HC. On March 19, 2019, the Board of Supervisors approved Special Exception Amendment SEA-94-Y-023 (concurrent with Rezoning RZ-2018-SU-023), subject to development conditions (see Clerk's letter, Attachment 2). The SEA was filed in the name of Pohanka Virginia Properties, LLC, to permit the continued operation and expansion of three vehicle sale, rental, and ancillary service establishments. SEA-94-Y-023 was approved with a condition that the use be established, or

construction be commenced and diligently prosecuted within 30 months of the approval date unless the Board grants additional time. The SEA was originally set to expire on September 19, 2021, however, §15.2-2209.1 of the Code of Virginia permitted automatic extensions of this deadline to July 1, 2025. On February 24, 2025, the Department of Planning and Development (DPD) received a letter from David Houston, agent for the applicant, requesting 24 months of additional time (see Attachment 3).

According to the applicant's letter, while they implemented certain changes following SEA approval that did not require site plan approval, the Applicant then postponed any work requiring site plan approval during the COVID-19 pandemic due to the pandemic's impact on the industry. While the Applicant's dealerships have not returned to pre-pandemic levels, they have begun the site plan and permitting process to complete many of the approved modifications. While the applicant pursues the site plan process and commences construction, additional time of 24 months is requested to ensure the SEA approval remains valid.

Staff has reviewed Special Exception SEA-94-Y-023 and has established that the proposal is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance with respect to permitting the expansion of a vehicle rental, sales and ancillary service establishment within the C-8, WS and HC zoning districts. Further, staff knows of no change in land use circumstances which should require the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the special exception. Finally, the conditions associated with the Board's approval of SEA-94-Y-023 are still appropriate and remain in full force and effect. The Applicant has demonstrated that they are pursuing development of the property in good faith, and staff believes that approval of the request for 24 months additional time is in the public interest, and recommends that it be approved.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

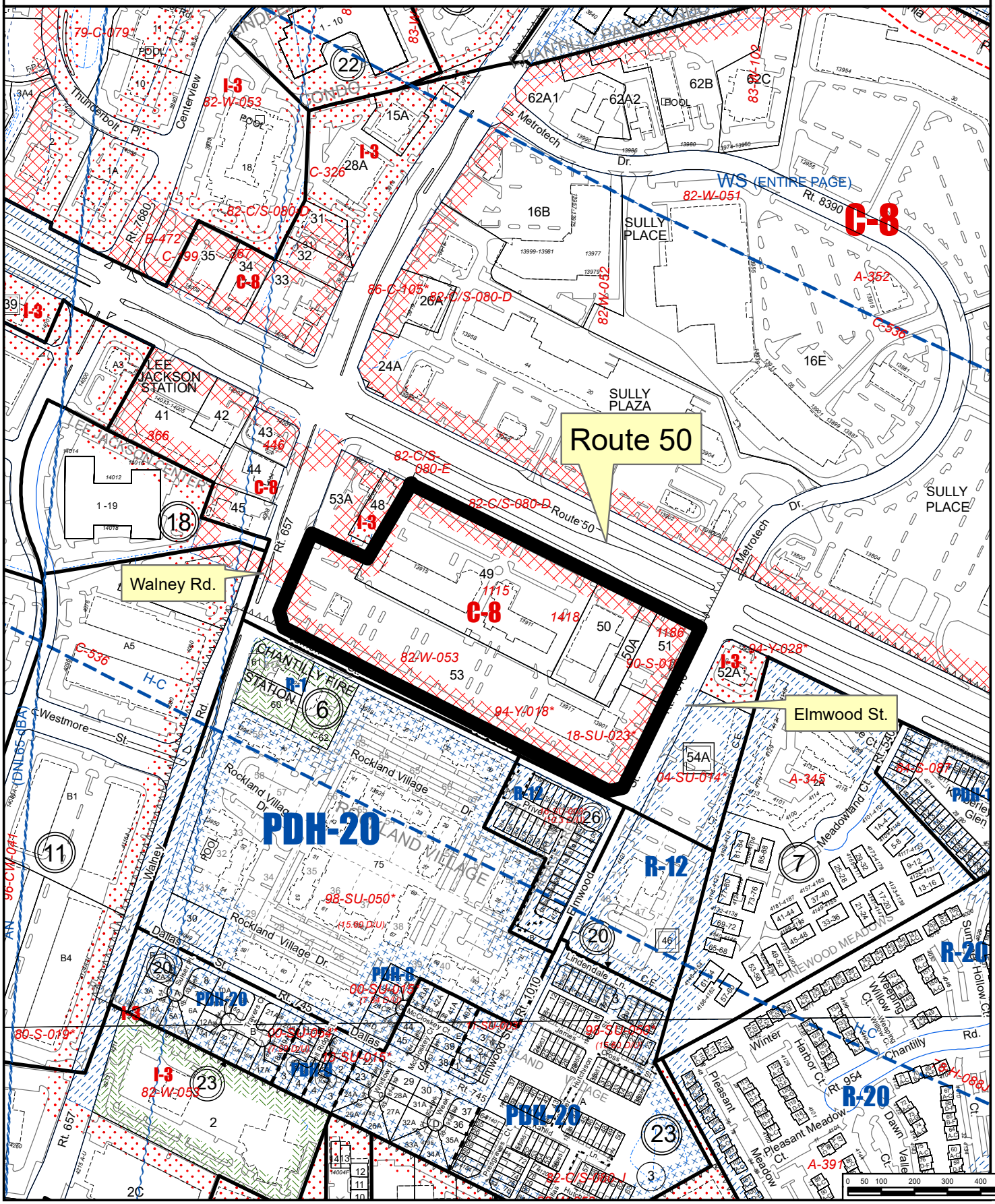
ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Clerk's Letter Dated March 20, 2019, to David Houston
Attachment 3: Letter Dated February 24, 2025, to Leslie B. Johnson

Board Agenda Item
August 26, 2025

STAFF:
Jennifer Miller, Deputy County Executive
Tracy D. Strunk, Director, Department of Planning and Development (DPD)
Suzanne Wright, Director, Zoning Evaluation Division (ZED), DPD
Cathy Belgin, Chief, Conformance Review & Acceptance Branch, ZED, DPD
Lauren Hall, Staff Coordinator, ZED, DPD

Special Exception Amendment
SEA-94-Y-023

Pohanka Virginia Properties, LLC



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

March 20, 2019

David S. Houston
Bean, Kinney, and Korman, PC
2311 Wilson Blvd., Suite 500
Arlington, VA 22201

RE: Special Exception Amendment Application SEA 94-Y-023
(Concurrent with Rezoning Application RZ 2018-SU-023)

Dear Mr. Houston:

At a regular meeting of the Board of Supervisors held on March 19, 2019, the Board approved Special Exception Amendment Application SEA 94-Y-023 in the name of Pohanka Virginia Properties, LLC. The subject property is located at 13901, 13909, 13911 and 13915 Lee Jackson Memorial Highway, Chantilly, 20151, on approximately 13.97 acres of land, zoned C-8, HC and WS in the Sully District, Tax Map 34-4 ((1)) 049, 050, 50A, 51 and 53. The Board's action amends Special Exception Application SE 94-Y-023, previously approved for vehicle sale, rental, and ancillary service to modify site and development conditions, pursuant to Section 4-804 of the Fairfax County Zoning Ordinance by requiring conformance with the following development conditions dated February 6, 2019.

Previously approved conditions or those with minor modifications are marked with an asterisk (*). Modified conditions are annotated in bold.

1. This Special Exception **Amendment** is granted for and runs with the land indicated in this application and is not transferable to other land. *

2. This Special Exception **Amendment** is granted only for the purpose(s), structure(s) and/or use(s) indicated on the Special Exception Plat approved with the application, as qualified by these development conditions. *

3. This Special Exception **Amendment** is subject to the provisions of Article 17, Site Plans. Any plan submitted pursuant to this Special Exception will be in conformance with the approved Generalized Development Plan/Special Exception **Amendment** Plat **entitled Pohanka Automotive - Chantilly, prepared by Walter L. Phillips which is dated August 17,2018 as revised through January 17, 2019 and contained on twenty-three sheets and these conditions. ***

4. A maximum of **five** new/used car **vehicle sales** may be permitted on the property and these dealerships will be located only in Buildings #1, #2, #3, **#4 and #5** as identified on the Special Exception Plat. *

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

5. The total gross floor area permitted on-site may not exceed 135,021 square feet. The maximum building height is 40 feet.

6. Landscaping, screening and barriers will be provided consistent with that shown on **Sheets P-0401 through P-0405 of the Generalized Development Plan/Special Exception Amendment Plat** subject to approval by the Urban Forest **Management Division (UFMD)**. The **A**pplicant will be responsible for maintenance of all landscape material and will replace as necessary, as determined by **UFMD**. *

7. Parking lot landscaping will be provided in accordance with that shown on the Generalized Development Plan/Special Exception **Amendment** Plat subject to approval of **UFMD** *

8. No vehicles will be parked, stored or displayed on any portion of the site that is shown as landscaping on the Generalized Development Plan/Special Exception **Amendment** Plat, and no vehicles will be stored or displayed on the site in a manner that will impede on-site traffic circulation. *

9. A minimum of two (2) "No Parking" signs will be posted along the site's service drive frontage. However, this will not preclude the unloading or loading of new or used car inventory. *

10. All loading or unloading of vehicles will occur on site or from the service drive. There will be no loading or unloading of vehicles along Vernon or Elmwood Streets. *

11. No deliveries by heavy trucks (i.e., having more than ten (10) wheels) to the subject property are permitted from any existing and/or proposed entrance along Vernon Street.

12. **All new** exterior lighting provided **on-site** will be in accordance with Article 14 of the Zoning Ordinance and directed to the interior of the site and will not exceed 20 feet in height to avoid impacting the single-family **attached and multi-family communities** to the south. **All existing and proposed outdoor display area lighting will not exceed a maintained lighting level of 30 foot candles as measured horizontally at grade** *

13. Any speaker/intercom system utilized on the subject property will be designed to conform to the standards prescribed by Chapter 108 of the Code. No speakers will face the southern or eastern boundary lines of the subject property. *

14. No test driving of vehicles will be permitted along the residential streets within the Rockland Village Subdivision, except for Vernon Street and that portion of Elmwood Street which extends from Vernon Street to Route 50. *

15. The architectural facade and building materials to be used for the proposed addition to Building #1, Building #2, Building #3 and **Building #4** and parking garage will be consistent with that of the existing vehicle sales establishments, **in quality and appearance,** as determined by the Department of **Land Development Services (LDS).** *

16. Internal pedestrian linkages will be provided between the existing dealerships. Such linkages may consist of alternate paving treatment or pavement painting. *

17. At the time of first record plat recordation for any of the proposed improvements, the Applicant must record a public access easement for the benefit of Fairfax County, in a form acceptable to the County Attorney, over the proposed 8-foot asphalt trail along the subject property's Lee-Jackson Memorial Highway frontage, as generally shown on the Generalized Development Plan/Special Exception Amendment Plat. The Applicant also must record a private maintenance easement over the proposed 8-foot asphalt trail.

18. Prior to site plan approval, or upon demand by the Virginia Department of Transportation (VDOT) or Fairfax County, whichever occurs first, the Applicant must dedicate, at no cost to Fairfax County and in fee simple, without encumbrances, to the Board, the right-of-way along the site frontage of Walney Road for future pedestrian improvements, as generally shown on the Generalized Development Plan/Special Exception Amendment Plat.

19. Parking must be provided in accordance with the Zoning Ordinance.

20. The Applicant must provide bicycle racks in common areas of the Property, the number and location of which will be determined at the time of site plan, consistent with the "Fairfax County Policy and Guidelines for Bicycle Parking" and approval of the Fairfax County Department of Transportation (FCDOT). Bicycle racks will be inverted U-style or other design as approved by FCDOT.

21. The hours of operation are 5:30 AM to 12:00 AM, seven (7) days a week. This condition does not preclude deliveries to the site beginning at 5:00 AM.

22. Demolition: The demolition of any existing structures and site features within or adjacent to tree preservation areas will be accomplished in the least disruptive manner practical as reviewed and approved by UFMD. All tree protection fencing will be in place and verified by a County representative prior to commencement of demolition activities.

23. Project Arborist/Pre-construction Meeting: Prior to the pre-construction meeting the Applicant will have the approved limits of clearing and grading flagged with a continuous line of flagging. The Applicant will retain the services of a Certified Arborist or Registered Consulting Arborist (Project Arborist) to attend the pre-construction meeting to review the limits of clearing and grading with an UFMD representative to determine where adjustments to the clearing limits can be made to increase the area of the tree preservation and/or to increase the survivability of trees at the limits of clearing and grading. Such adjustments will be recorded by the Project Arborist and tree protection fencing will be implemented under the Project Arborist's supervision based on these adjustments.

24. Landscape Planting Pre-Installation Meeting. Prior to installation of any plants to meet the requirements of the approved landscape planting plan, the contractor/developer will

coordinate a pre-installation meeting on the site with the landscape contractor, UFMD staff, and any additional appropriate parties. Any proposed changes to planting locations, tree/shrub planting sizes, and species substitutions shown on the approved plan will be reviewed and must be approved by UFMD staff prior to planting. The installation of plants not approved by UFMD may require the submission of a revision to the landscape plan or removal and replacement with approved trees/shrubs prior to bond release.

25. Invasive Plant Species Management: Areas within the boundaries of the conservation easement containing plant species that are known to be invasive in quantities that threaten the long-term health and survival of the existing vegetation present will be the subject of an invasive plant species management plan in order for the area to be awarded full 10-year canopy credit. Any additional plantings in the conservation easement will be provided as directed by UFMD to reasonably meet the transitional screening intent.

26. Soil Remediation. Soil in planting areas that (a) contain construction debris and rubble, (b) are compacted or (c) are unsuitable for the establishment and long-term survival of landscape plants, will be the subject of remedial action to restore such planting areas to satisfy cultural requirements of trees, shrubs and groundcovers specified in the landscape planting plan. The Applicant will provide notes and details specifying how the soil will be restored for the establishment and long-term survival of landscape plants for review and approval by UFMD.

27. The applicant must provide supplemental plantings along the Lee-Jackson Memorial Highway frontage in locations where existing vegetation is removed to install the proposed 8-foot wide asphalt trail. This vegetation must be shown on the first site plan submitted for the improvements constructed with this SEA.

28. The applicant must provide low-level vegetation (shrubs) around the proposed parking garage. This vegetation must be shown on the site plan submitted with the parking garage.

29. Stormwater management and best management practice ("SWM/BMP") facilities will be provided as generally depicted on the Generalized Development Plan/Special Exception Amendment Plat. The final type, location, sizing and performance of the specific SWM/BMP facilities will be as approved by LDS provided the design is in general conformance with the GDP/SEA Plat.

30. The Applicant will cause the proper disposal of all petroleum products, antifreeze, solvent, and other potential pollutants generated on the subject property and will not allow such substances to enter the storm drainage system or the sanitary sewer system.

This approval, contingent on the above noted conditions, must not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The Applicant must be responsible for obtaining the required Non-Residential Use Permits through established procedures, and this Special Exception must not be valid until this has been accomplished.

Pursuant to Section 9-015 of the Zoning Ordinance, this Special Exception must automatically expire, without notice, 30 months after the date of approval unless, at a minimum, the use has been established or construction has commenced and been diligently prosecuted. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the Special Exception. The request must explain why additional time is required, specify the amount of additional time requested, and explain the basis for the amount of time requested.

The Board also:

- Modified the transitional screening and barrier requirements per Sections 13-303 and 13-304 of the Zoning Ordinance (ZO) along the eastern and southern property boundaries.

- Modified Paragraph 2 of Section 17-201 of the ZO of the required Major Trail and Shared Bicycle Lane requirements along Walney Road and Lee Jackson Memorial Highway.

- Modified Paragraph 8 of Section 11-102 of the ZO of the required 10 -foot parking setback from a front property line, along Walney Road.

- Waived Paragraph 2 of Section 17-201 of the ZO of the required sidewalk along Vernon Street.

Sincerely,

Catherine A. Chianese
Clerk to the Board of Supervisors

Cc: Supervisor Kathy L. Smith, Sully District
Howard Goodie, Director, Real Estate Division, Dept. of Tax Administration
Tracy D. Strunk, Director, Zoning Evaluation Division, Department of Planning and Zoning
Mavis Stanfield, Deputy Zoning Administrator, Dept. of Planning and Zoning
Michael Liddle, Director, GIS Services, Department of Information Technology
Jeff Hermann, Section Chief, Transportation Planning Division
Andrea Dorlester, Park Planning Branch Manager, FCPA
Abdi Hamud, Development Officer, DHCD/Design Development Division
Jill Cooper, Executive Director, Planning Commission
Michael Guarino, Chief Capital Projects Sections, Dept. of Transportation

BEAN KINNEY & KORMAN PC
ATTORNEYS

2311 WILSON BOULEVARD
5TH FLOOR
ARLINGTON, VA 22201
PHONE 703.525.4000
FAX 703.525.2207

David S. Houston
(703) 284-7245
dhouston@beankinney.com

February 24, 2025

Via PLUS

Ms. Leslie B. Johnson
Zoning Administrator
Zoning Administration Division
Fairfax County Department of Planning and Development
Suite 807
12055 Government Center Parkway
Fairfax, VA 22035

Re: Request for Additional Time
Applicant: Pohanka Virginia Properties, LLC
Application Case #: SEA 94-Y-023
Address: 13901, 13909, 13911 and 13915 US Route 50, Chantilly, VA 20151
Tax Map Reference: 034-4 ((1)) 049, 050, 050A, 051 and 053
Zoning: C-8, HC and WS

Dear Ms. Johnson:

On behalf of the Applicant, Pohanka Virginia Properties, LLC, I am writing this letter to request additional time in accordance with the provisions of Section 8100.3.D(3) of the Fairfax County Zoning Ordinance. The referenced Special Exception Amendment application was approved by the Board of Supervisors on March 19, 2019, to permit numerous modifications, improvements, and additions to the Pohanka Lexus, Pohanka Acura and Pohanka Chevrolet automobile dealerships. The Special Exception Amendment is currently set to expire on July 1, 2025. The Applicant respectfully requests twenty-four (24) months of additional time to commence and complete the site improvements.

After the Board's approval in 2019, the Applicant was able to obtain building permits and construct some of the additions to the Lexus dealership sales building that did not require site plan approval. The larger expansions were delayed due to the extenuating circumstances caused by the Covid-19 global pandemic. While Pohanka Automotive worked diligently to keep its employees and customers safe and healthy in accordance with governmental requirements, vehicle sales and service sharply declined. The manufacturers temporarily closed factories creating vehicle shortages and the supply chain for vehicle chips

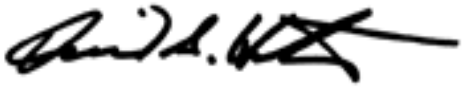
and parts caused further delays in manufacturing. As a result, both the manufacturers and the Applicant needed to delay further implementation of the zoning approval to address these industry-wide impacts. The manufacturers and dealers are now ramping up production and sales, however, the Applicant's dealerships are still not at pre-pandemic levels.

The Applicant is carefully beginning the site plan and permitting process to complete many of the approved modifications. As such, the Applicant respectfully requests the Special Exception Amendment be extended for a period of twenty-four additional months to a date certain of July 1, 2027.

If you should have any further questions or comments regarding this request, please feel free to contact me at your convenience. Thank you for your consideration of this request.

Sincerely,

Bean Kinney & Korman, P.C.



David S. Houston

cc: Supervisor Kathy Smith
Scott Crabtree, Pohanka Automotive

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 19

Additional Time to Establish Use or Commence Construction for Special Exception SE-2017-BR-023, Daniel and Matthew Investments LP (Braddock District)

ISSUE:
Board consideration of additional time to establish use or commence construction for SE-2017-BR-023, pursuant to the provisions of *subsection 8100.3.D.(6) of the Zoning Ordinance*.

RECOMMENDATION:
The County Executive recommends that the Board approve 24 months additional time for SE-2017-BR-023, to establish use or commence construction, to July 1, 2027.

TIMING:
Board action is requested on August 26, 2025. The expiration date of the Special Exception was July 1, 2025.

BACKGROUND:
Under *subsection 8100.3.D.(6) of the Zoning Ordinance*, if the use is not established or if construction is not commenced within the time specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless the Board approves additional time. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. This request was filed on April 23, 2025, prior to the expiration date of July 1, 2025. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

The 2.91-acre subject site, Tax Map 56-1 ((7)) 2, 3, 8 and 8A, is located at 11909 and 11917 Route 29 and 4613 Holly Avenue, in Fairfax (see Locator map, Attachment 1) and is zoned R-1 and WS. On March 20, 2018, the Board of Supervisors approved Special Exception SE-2017-BR-023, subject to development conditions (see Clerk's letter, Attachment 2). The SE was filed in the name of Daniel & Matthew Investments LP, to permit a child care center with a maximum daily enrollment of 150 children and related site and transportation improvements. SE-2017-BR-023 was approved with a condition that the use be established, or construction be commenced and diligently

prosecuted within 30 months of the approval date unless the Board granted additional time. The SE was originally set to expire on September 20, 2020, however, *§15.2-2209.1 of the Code of Virginia* permitted automatic extensions of this deadline to July 1, 2025. On April 23, 2025, the Department of Planning and Development (DPD) received a letter from Jeremy Root, dated March 31, 2025, on behalf of the owners, requesting 24 months of additional time (see Attachment 3).

The letter indicates additional time is necessary to commence construction. According to the letter, the Applicant is marketing the site, and states that the commercial market has been challenging but has lately been showing signs of improvement. While a suitable tenant is being identified, additional time of 24 months is requested to ensure the SE approval remains valid.

Staff has reviewed Special Exception SE-2017-BR-023 and has established that the proposal is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance with respect to permitting a child care center in the R-1 and WS zoning districts. Further, staff knows of no change in land use circumstances which should require the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the special exception. Finally, the conditions associated with the Board's approval of SE-2017-BR-023 are still appropriate and remain in full force and effect. The Applicant has demonstrated that they are pursuing development of the property in good faith, and staff believes that approval of the request for 24 months additional time is in the public interest and recommends that it be approved.

EQUITY IMPACT:
None.

FISCAL IMPACT:
None.

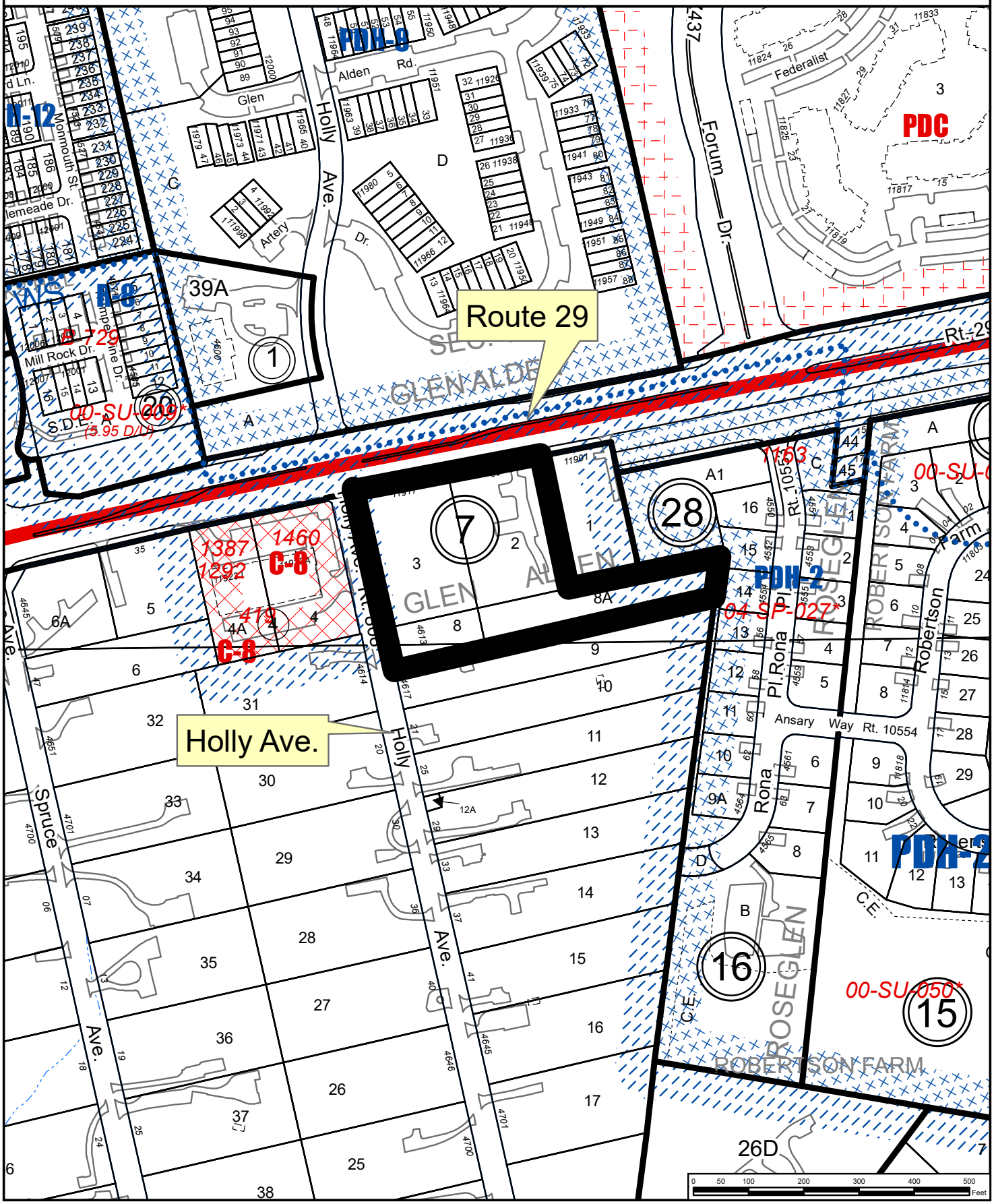
ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Clerk’s Letter dated March 21, 2018, to Inda Stagg
Attachment 3: Letter dated March 31, 2025, to Leslie Johnson

Board Agenda Item
August 26, 2025

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Suzanne Wright, Director, Zoning Evaluation Division (ZED), DPD
Cathy Belgin, Chief, Conformance Review & Acceptance Branch, ZED, DPD
Lauren Hall, Staff Coordinator, ZED, DPD

Special Exception
SE-2017-BR-023

Daniel & Matthew Investments LP



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

March 21, 2018

RECEIVED
Department of Planning & Zoning
APR 03 2018
Zoning Evaluation Division

Inda Stagg
Walsh, Colucci, Lubeley & Walsh, P.C.
2200 Clarendon Boulevard, Suite 1300
Arlington, VA 22201

RE: Special Exception Application SE 2017-BR-023

Dear Ms. Stagg:

At a regular meeting of the Board of Supervisors held on March 20, 2018, the Board approved Special Exception Application SE 2017-BR-023 in the name of Daniel and Matthew Investments LP. The subject property is located at 11909 and 11917 Lee Highway, on approximately 2.91 acres of land, zoned R-l and WS in the Braddock District [Tax Map 56-1 ((7)) 2, 3, 8, and 8A], The Board's action permits a child care center, pursuant to Sections 3-104 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.

2. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the special exception plat approved with the application, as qualified by these development conditions.

3. This Special Exception is subject to the provisions of Article 17, Site Plans, as may be determined by the Director, Land Development Services (LDS). Any plan submitted pursuant to this special exception must be in substantial conformance with the approved Special Exception Plat entitled "Goddard School" prepared by Professional Design Group, Inc. and dated July 3, 2017 as revised through March 2, 2018, 2018 and these conditions. Minor modifications to the approved special exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance.

4. The child care center enrollment is limited to children between the ages of six weeks to twelve years.

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 711
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

5. The maximum daily enrollment of the child care center is limited to 150 children.

6. The size of the play area must comply, at a minimum, with Chapter 30 of the Code of Virginia. Nothing in this condition precludes the operator from providing additional outdoor play area provided it does not impact the limits of clearing and grading, building and/or septic field setbacks (if septic provided on-site), tree preservation or landscaping. All barriers associated with the play area must be installed prior to issuance of a Non-Residential Use Permit.

7. Hours of operation for the child care facility are limited to 6:30 AM to 7:00 PM Monday through Friday, with extended hours for staff, as needed.

8. During regularly scheduled arrival and dismissal periods, parents, staff and/or volunteers must supervise and coordinate the unloading and loading of children outside of the building. All loading and unloading of children must be done on site.

9. At a minimum, parking must be provided in accordance with Article 11 of the Zoning Ordinance. In addition to the parking required in accordance with Article 11, one (1) bus parking space and (1) van parking space may be provided.

10. The Applicant will inform parents/caretakers in writing, upon admission of each new child and at the beginning of every school year: (1) that the preferred vehicular access to the child care center is via the Lee Highway/Holly Avenue intersection and/or the service drive, and that parents/caretakers are strongly discouraged to drive along Holly Avenue when coming to, or going from, the facility; and (2) that parking on the service drive or along Holly Avenue is strongly discouraged. The Applicant must retain copies of each year's notices, for the past 5 years, and must make the copies available for review by the County, if requested.

11. Right-of-way along Lee Highway and/or Holly Avenue must be dedicated as shown on the SE Plat and conveyed in fee simple to the Board of Supervisors. Such dedication must occur at the time of site plan approval for the property or upon demand by Fairfax County, whichever occurs first.

12. The applicant must construct the service drive as shown on the SE Plat prior to issuance of the Non-Residential Use Permit. For these purposes, "construct" means open to the public, but not necessarily accepted into the Virginia Department of Transportation (VDOT) State Maintenance System. If requested by VDOT at time of site plan, right-of-way dedication or a VDOT approved termination of the publicly maintained service drive must be provided.

13. The applicant must provide a 10-foot wide shared use path along Lee Highway as shown on the SE Plat. At such time as the service drive and shared use path are extended east of the subject site, the existing sidewalk along Lee Highway is expected to be removed and revegetated. The applicant must place in escrow an amount to be used by Fairfax County, VDOT, and/or others for the removal of the sidewalk and subsequent revegetation. Such amount shall be determined prior to final site plan approval utilizing the County's Unit Price List in effect at that time. If portions or all of the existing sidewalk is shown to be removed and re-vegetated at time of site plan, the escrow will not be required for the portions removed.

14. Prior to site plan approval and if the service drive is not dedicated as noted in condition #12, a public access easement and right-of-way reservation must be executed for the service drive, located outside of the dedicated right-of-way, subject to review and approval by the County Attorney.

15. Prior to issuance of a Non-Residential Use Permit and if approved by VDOT, the applicant must install a "No Left Turn" sign from the Service Drive access to Holly Avenue. The purpose of this sign is to prohibit vehicles leaving the child care facility from turning left onto Holly Avenue. If VDOT does not grant approval, the applicant's responsibility for this condition is complete.

16. At time of site plan review, VDOT must determine if a signal timing modification is required for the traffic signal at Lee Highway and Forum Drive. If VDOT determines that a traffic signal timing modification is required, this must be submitted to VDOT for review and approval prior to issuance of a building permit. Submission, review or approval of this study is not required as a condition of site plan approval. Any required modifications must be completed and accepted by VDOT prior to issuance of the Non-Residential Use Permit.

17. The Applicant will contribute to the Fairfax Center Area Road Fund in accordance with the Procedural Guidelines adopted by the Board of Supervisors on November 22, 1982, as amended, subject to credit for all creditable expenses as determined by the Fairfax County Department of Transportation and/or Land Development Services.

18. The Applicant must provide bicycle racks on the subject property. The number and location of the racks will be determined at the time of site plan, consistent with the Fairfax County Policy and Guidelines for Bicycle Parking subject to the approval of the Fairfax County Department of Transportation (FCDOT). The bike racks must be inverted U-style racks or other design as approved by FCDOT.

19. The Applicant must provide a Type-2 barrier at the terminal point of the service drive until such time as the service drive connection is completed to the east.

20. The trash dumpsters must be screened with an enclosure that is designed to be compatible with the building and that utilizes the same exterior materials as the building. In any case, cinder block must not be utilized as exterior materials for the enclosure. The enclosure must be located in the area shown on the Special Exception plat.

21. The subject property may be served by a private septic system subject to review and approval of the Fairfax County Health Department. The Applicant may elect to connect to public sanitary sewer at such time sewer becomes available without the need for a Special Exception Amendment. If the public sewer option is utilized, the applicant must abandon the septic field, provide transitional screening and barriers in the vicinity of the reserve drainfield, as required by the Zoning Ordinance, and expand the outdoor play area as shown on Sheet 3A of the SE Plat.

22. Stormwater Management (SWM) and Best Management Practices (BMP) facilities in accordance with the Public Facilities Manual (PFM) must be provided in substantial conformance with that shown on the SE Plat, subject to Land Development Services (LDS) review and approval. Adjustments to the size, type, materials, and number of facilities following engineering may occur at the time of site plan submission, subject to LDS approval.

23. Adequate Outfall, as shown on the SE Plat, must be demonstrated in accordance with the Public Facilities Manual (PFM), as determined by LDS at the time of site plan review.

24. Notwithstanding the proposed plantings shown on the SE Plat, transitional screening requirements must be met with existing vegetation, to the extent possible as determined by the Urban Forest Management Division (UFMD) and applicant, and supplemented with additional plantings to meet the intent of Transitional Screening 1 along the southern and western property boundaries as determined necessary by UFMD. All barriers associated with the use must be installed prior to issuance of a Non-Residential Use Permit.

25. Limits of clearing and grading must be strictly adhered to as depicted on the SE Plat.

26. Tree Inventory and Condition Analysis: The Applicant must submit a Tree Inventory and Condition Analysis as part of the first and all subsequent plan submissions. The Tree Inventory and Condition Analysis must be prepared by a Certified Arborist or Registered Consulting Arborist, and must include all elements of PFM 12-0507 deemed appropriate to the project site, as determined by UFMD.

27. Tree Preservation Plan: The Applicant must submit a Tree Preservation Plan and Narrative as part of the first and all subsequent plan submissions. The Tree Preservation Plan and Narrative must be prepared by a Certified Arborist or Registered Consulting Arborist, and must include elements of PFM 12-0509 deemed appropriate to the project site as determined by Urban Forest Management Division (UFMD). The applicant will work with UFMD at time of site plan to save additional trees along the rear eastern property line.

28. Tree Protection Fencing: The Applicant must provide appropriate tree protection devices, based on site conditions and proposed construction activities as reviewed and approved by UFMD. Tree protection fence must consist of four-foot high welded wire attached to six-foot steel posts driven 18 inches into the ground and spaced no further than 10 feet apart; or super silt fence.

29. Tree Preservation Measures: Tree preservation measures must be clearly identified, labeled, and detailed on the Erosion and Sediment Control Plan sheets and Tree Preservation Plan. Tree preservation measures may include, but are not limited to the following: root pruning, crown pruning, mulching, watering, etc. Specifications must be provided on the plan detailing how preservation measures must be implemented. Tree preservation activities must be completed during implementation of Phase 1 of the Erosion and Sediment Control Plan.

30. Invasive Plant Species Management: Forested areas containing plant species that are known to be invasive in quantities that threaten the long term health and survival of the existing vegetation present must be the subject of an invasive plant species management plan in order for the area to be awarded full 10-year canopy credit. At the time of site plan submission the applicant must provide a management plan for review and approval by UFMD specifying the common and scientific name of invasive species proposed for management, the target area for management efforts, methods of control and disposal of invasive plants, timing of treatments and monitoring, duration of the management program, and potential re-planting as needed.

31. Landscape Plan: The Applicant must submit a landscape plan that shows, at a minimum, landscaping as depicted on the Special Exception Plat concurrently with the first submission, and all subsequent submissions, of the site plan for review and approval by UFMD, DPWES. Notwithstanding that shown on the SE Plat, the final species will be determined at time of site plan. All landscaping must be installed prior to the issuance of the Non-RUP on the property, or as determined by UFMD for a particular project, but no later than bond release.

32. Project Arborist/Pre-construction Meeting: Prior to the pre-construction meeting the Applicant must have the approved limits of clearing and grading flagged with a continuous line of flagging. The Applicant must retain the services of a Certified Arborist or Registered Consulting Arborist (Project Arborist) to attend

the pre-construction meeting to review the limits of clearing and grading with an UFMD representative to determine where adjustments to the clearing limits can be made to increase the area of the tree preservation and/or to increase the survivability of trees at the limits of clearing and grading. Such adjustments must be recorded by the Project Arborist and tree protection fencing must be implemented under the Project Arborist's supervision based on these adjustments.

33. Landscape Planting Pre-installation Meeting. Prior to installation of any plants to meet the requirements of the approved landscape planting plan, the contractor/developer must coordinate a pre-installation meeting on the site with the landscape contractor, UFMD staff, and any additional appropriate parties. Any proposed changes to planting locations, tree/shrub planting sizes, and species substitutions shown on the approved plan must be reviewed and must be approved by UFMD staff prior to planting. The installation of plants not approved by UFMD may require the submission of a revision to the landscape plan or removal and replacement with approved trees/shrubs prior to bond release.

34. Site Monitoring: The Applicant's Project Arborist must be present on site during implementation of the Phase 1 Erosion and Sediment Control Plan and monitor any construction activities conducted within or adjacent to areas of trees to be preserved. Construction activities include, but may not be limited to clearing, root pruning, tree protection fence installation, vegetation/tree removal, and demolition activities. During implementation of Phase 2 Erosion and Sediment Control Plan, the Project Arborist must visit the site on a regular basis to continue monitoring tree preservation measures and ensure that all activities are conducted as identified in the Tree Preservation Plan and approved by UFMD. Written reports must be submitted to UFMD and SDID site inspector detailing site visits. A monitoring schedule and Project Arborist reports must be described and detailed in the Tree Preservation Plan.

35. Green Building: The Applicant must include, as part of the site plan submission, a list of specific credits within the project's registered version of the U.S. Green Building Council's Leadership in Energy and Environmental Design New Construction (LEED®-NC) rating system, or other LEED rating system determined to be applicable by the U.S. Green Building Council (USGBC), or its equivalent (as determined jointly by the Applicant and Fairfax County), that the Applicant anticipates attaining. All references herein to LEED include both LEED or its equivalent as determined by the Applicant and the County and all references to USGBC include the applicable equivalent agency.

Except as otherwise provided below as an alternative, the LEED-AP must provide a certification statement at the time of site plan review confirming that the items on the list will meet at least the minimum number of credits necessary to attain LEED certification of the building.

Prior to building plan approval, the Applicant must designate the Chief of the Environment and Development Review Branch of the Department of Planning and Zoning as a team member in the USGBC's LEED Online system. This team member will have privileges to review the project status and monitor the progress of all documents submitted by the project team, but will not be assigned responsibility for any LEED credits and will not be provided with the authority to modify any documentation or paperwork.

Prior to the building plan approval for the building to be constructed, the Applicant must post a "green building escrow" in the form of cash or a letter(s) of credit from a financial institution acceptable to DPWES as defined in the Public Facilities Manual (PFM), in the amount of $2.00/square foot of GFA, as shown on the approved site plan. This green building escrow must be in addition to and separate from other bond requirements and will be released upon demonstration of attainment of LEED certification, by the USGBC, under the project's registered version of the LEED-NC rating system or other LEED rating system determined, by the USGBC, to be applicable to each building. The provision to EDRB of documentation from the USGBC that each building has attained LEED certification will be sufficient to satisfy this commitment. At the time LEED certification is demonstrated to the EDRB, the escrowed funds and/or letter(s) of credit must be released to the Applicant.

If prior to bond extension, reduction or final bond release for the building site, whichever occurs first, the Applicant provides to EDRB documentation demonstrating that LEED certification for the building has not been attained but that the building has been determined by the USGBC to fall within three (3) points of attainment of LEED certification, 50% of the green building escrow will be released to the Applicant; the other 50% will be released to Fairfax County and will be posted to a fund within the County budget supporting implementation of county environmental initiatives. If the certification is still in progress at the time of application for the bond extension or reduction, the time frame for the provision of the documentation described above must be automatically extended to the time of the next bond extension or extension. However, the documentation must be provided prior to the final bond release.

If prior to the bond extension, reduction or final bond release for the building site, whichever occurs first, the Applicant fails to provide documentation to EDRB demonstrating attainment of LEED certification or demonstrating that the building has fallen short of LEED certification by three (3) points or less, the entirety of the escrow for that building will be released to Fairfax County and will be posted to a fund within the County budget supporting implementation of County environmental initiatives. If the certification is still in progress at the time of application for bond extension or reduction, the time frame for the provision of the documentation described above must be automatically extended to the time of

the next bond extension or reduction. However, the documentation must be provided prior to the final bond release.

As an alternative to the actions outlined above, the Applicant may choose to pursue a certification higher than LEED certification, in which case the LEED-AP will provide certification statements at the time of building plan review confirming that the items on the list of specific credits will meet at least the minimum number of credits necessary to attain LEED Silver certification.

Prior to building plan approval for the building to be constructed, the Applicant must submit documentation, to EDRB, regarding the USGBC's preliminary review of design-oriented credits in the LEED program. This documentation will demonstrate that the building is anticipated to attain a sufficient number of design-related credits that, along with the anticipated construction-related credits, will be sufficient to attain LEED-NC Silver certification. Under this alternative, the Applicant is not required to provide a "green building escrow" unless the Applicant fails to provide the above referenced documentation that the building is anticipated to attain LEED Silver certification.

However, if the Applicant is unable to provide the design-and construction-related credit documentation prior to the building permit approval but does anticipate receiving the documentation prior to the attainment of the certification, the Applicant may, prior to the issuance of the building permit, post an escrow identical to the one described above. This escrow will be released upon submission of the documentation to EDRB from the USGBC demonstrating that the building is anticipated to attain a sufficient number of credits to attain LEED Silver certification.

Prior to final bond release of the building site, the Applicant must submit documentation to EDRB, confirming the status of LEED certification.

36. The architecture of the proposed building will employ materials that are residential in character (brick, masonry, cementitious siding) inearth tones, generally in conformance with Sheets A2.1 and A2.2 of the SE Plat.

37. Notwithstanding that shown on the plat, the applicant must provide a minimum of 65-percent open space (59-percent outside the septic field, if provided).

This approval, contingent on the above noted conditions, must not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant must be himself responsible for obtaining the required Non-Residential Use Permit through established

procedures, and this Special Exception must not be valid until this has been accomplished.

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception must automatically expire, without notice, thirty (30) months after the date of approval unless the use has been established or construction has commenced and been diligently prosecuted. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

The Board also:

- Waived Paragraph 18 of Section 11-203 of the Zoning Ordinance (ZO) to waive the requirement for a loading space
- Modified Paragraph 3A of Section 13-303 and Paragraph 4 of Section 13-304 of the ZO to permit the transitional screening and barriers as shown on the SE Plat along the southern boundary
- Modified Paragraph 3A of Section 13-303 and Paragraph 4 of Section 13-304 of the ZO to permit the transitional screening and barrier as shown on the SE Plat on Parcel 8A extending to the east
- Modified Paragraph 2 of Section 17-201 of the ZO to permit the shared use path and sidewalk as shown on the SE Plat
- Modified Paragraph 3 of Section 17-201 of the ZO to permit the service drive construction and right-of-way dedication as shown on the SE Plat

Sincerely,

Catherine A. Chianese

Catherine A. Chianese
Clerk to the Board of Supervisors

SE 2017-BR-023
March 21, 2018

cc: Chairman Sharon Bulova
Supervisor John Cook, Braddock District
Howard Goodie, Director, Real Estate Division, Dept. of Tax Administration
Tracy D. Strunk, Director, Zoning Evaluation Division, DPZ
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning
Thomas Conry, Dept. Manager, GIS, Mapping/Overlay
Jeff Hermann, Section Chief, Transportation Planning Division
Donald Stephens, Transportation Planning Division
Ken Williams, Plans & Document Control, ESRD, DPWES
Andrea Dorlester, Park Planning Branch Manager, FCPA
Abdi Hamud, Development Officer, DHCD/Design Development Division
Jill Cooper, Executive Director, Planning Commission
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

COUNTY OF FAIRFAX
Department of Planning and Zoning
Zoning Evaluation Division
12055 Government Center Parkway, Suite 801
Fairfax, VA 22035 (703) 324-1290, TTY 711
www.fairfaxcounty.gov/dpz/zoning/applications

APPLICATION No: SE 2017-BR-023
(Staff will assign)

RECEIVED
Department of Planning & Zoning
JUL 18 2017
Zoning Evaluation Division

APPLICATION FOR A SPECIAL EXCEPTION

(PLEASE TYPE or PRINT IN BLACK INK)

APPLICANT	**NAME** Daniel & Matthew Investments LP
	MAILING ADDRESS 42680 Latrobe Street, Chantilly, VA 20152
	PHONE HOME ( ) **WORK ( )**
	PHONE MOBILE ( )
PROPERTY INFORMATION	**PROPERTY ADDRESS** 11909 & 11917 Lee Highway, Fairfax, VA 22030 4613 Holly Avenue, Fairfax, VA 22030
	TAX MAP NO. 56-1 ((7)) 2, 3, 8, 8A **SIZE (ACRES/SQ FT)** 2.91 Ac/126,831 sf
	ZONING DISTRICT R-1 W/S **MAGISTERIAL DISTRICT** Braddock
	PROPOSED ZONING IF CONCURRENT WITH REZONING APPLICATION: N/A
SPECIAL EXCEPTION REQUEST INFORMATION	**ZONING ORDINANCE SECTION** 3-104, 9-300
	PROPOSED USE Child Care Center
AGENT/CONTACT INFORMATION	**NAME** Andrew A. Painter
	MAILING ADDRESS 1 E. Market Street, Suite 300 Leesburg, VA 20176
	PHONE HOME ( ) **WORK (571) 209-5775**
	PHONE MOBILE ( )
MAILING	**Send all correspondence to (check one):** ☐ **Applicant –or-** ☑ **Agent/Contact**

The name(s) and addresses of owner(s) of record shall be provided on the affidavit form attached and made part of this application. The undersigned has the power to authorize and does hereby authorize Fairfax County staff representatives on official business to enter the subject property as necessary to process the application.

Andrew A. Painter, Esq.
TYPE/PRINT NAME OF APPLICANT/AGENT

Andrew A. Painter for Linda E. Stagg
SIGNATURE OF APPLICANT/AGENT

DO NOT WRITE IN THIS SPACE Deborah Lee Swinton SE2017-0253 MJC 8/10/17

Date Application accepted: August 10, 2017 Application Fee Paid: $16,375.00

Blankingship & Keithpc
4020 University Drive
Suite 300
Fairfax, Virginia 22030
T: 703.691.1235
F: 703.691.3913

Jeremy B. Root | Principal
Direct Dial: (703) 279-7218
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BY FEDEX

March 31, 2025

Ms. Leslie Johnson
Zoning Administrator
Zoning Administration Division
Department of Planning and Development
12055 Government Center Parkway, Suite 250
Fairfax, VA 22035-5507

RE: Special Exception – SE-2017-BR-023
11909 & 11917 Lee Highway (Route 29) and 4613 Holly Avenue (the ‘’Property”)
Tax Map Refs: 56-1 ((7)) 2, 3, 8, and 8A
Zoning Districts: R-1,WS

Dear Ms. Johnson:

This Firm represents Timothy and Dorothea Ku-Dipietro (“Applicant”), owners of the above referenced Property.

The purpose of this letter is to request a twenty-four (24) month extension to SE-2017-BR-023 (“Special Exception”) under 8100.3(D)(3) of the Zoning Ordinance, to permit the development of a child care center. As noted in this section of the Ordinance, the Zoning Administrator has authority to offer an extension to an existing special exception provided (i) the request is at least thirty days prior to expiration, (ii) the applicant has complied with previously imposed conditions and restrictions, and (iii) the special exception use still satisfies the Zoning Ordinance.

All three of these conditions are met. Per letter dated June 9, 2023, the Zoning Administrator extended the deadline under the Special Exception to July 1, 2025. This request is being made well in excess of the 30 days required under the Ordinance. Further, since the approval of the Special Exception, the Applicant has not made any material changes to the use of the Property, so the previous development conditions do not yet apply. Finally, the Special Exception use still satisfies the Ordinance, since the zoning designation, R-l and WS, have not changed since the adoption of the Special Exception.

B&K Blankingship Keith pc

The Applicant is requesting this extension in order to continue to market the site to lease to a party willing to develop the site in conformance with the Special Exception to establish a child care center. Per the commercial broker, John Sabo, the commercial market has been challenging but has lately been showing signs of improvement. With this extension, Applicant believes a suitable tenant can be found and construction can commence on this Special Exception.

Please let me know if you have any questions or concerns regarding this extension request.

Sincerely,

Jeremy B. Root, Esq.

cc: Timothy and Dorothea Ku-Dipietro
John Sabo, Penn Fed Realty

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 20

Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the Virginia Department of Social Services for the Virginia Kinship Navigator Program

ISSUE:
Authorization from the Board of Supervisors is requested for the Department of Family Services (DFS) to apply for and accept $346,500 in grant funding, if received, from the Virginia Department of Social Services (VDSS). The funding would further support the development of a network for both formal and informal kinship caregivers and the children in their care as they work towards permanency. VDSS has adopted the Washington Kinship Navigator Program model which was rated as "Supportive" by the Title IV-E Prevention Services Clearinghouse. The grant period is from October 1, 2025, through September 30, 2026, with the possibility of renewals. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:
The County Executive recommends that the Board authorize the Department of Family Services to apply for and accept grant funding, if received, from the Virginia Department of Social Services (VDSS). Funding in the amount of $346,500 will be used to implement the Washington Kinship Navigator Program model, which facilitates a supportive network for kinship caregivers. No Local Cash Match is required, and no new grant positions are being requested. The County Executive further recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including, but not limited to, Federal Subaward Agreements, on behalf of the County.

TIMING:
Board approval is requested on August 26, 2025. Due to a grant application deadline of July 3, 2025, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn. The Board was also notified via email of the department's intent to apply for this grant.

Board Agenda Item
August 26, 2025

BACKGROUND:
The Virginia Department of Social Services (VDSS) is offering Local Departments of Social Services (LDSS) the opportunity to establish a Kinship Navigator Program using the Washington Kinship Navigator model. Rated as “Supportive” by the federal Title IV-E Prevention Services Clearinghouse, this model qualifies trained sites for Title IV-E reimbursement. VDSS will select five additional agencies, alongside current navigation sites, to receive training in this program. This initiative supports Virginia's "Kin First Now" efforts by prioritizing family connections and empowering kinship caregivers as a key component of the state's child welfare strategy. In addition, this initiative aligns with DFS’s efforts under the Countywide Strategic Plan Community Outcome Area of Empowerment and Support for Residents Facing Vulnerability.

The Washington State Kinship Navigator program provides three levels of service based on the needs identified in the initial intake and screening process:

- Level 1: Information assistance and referral: When the initial contact indicates that the kinship caregiver’s needs can be addressed with limited communication.

- Level 2: Case coordination: When the kinship caregiver identifies a single need at intake and kinship navigators can coordinate services to assist the caregiver to meet the specific need.

- Level 3: Case management: When the kinship caregiver identifies needs in two or more areas during intake. Case management services are provided after goals are established through the Kinship Caregiver Needs Assessment. The Kinship Navigator provides ongoing support and services to the family that may include educational tools, training etc.

Informal kinship living arrangements can range from verbal agreements between birth families and caregivers to more formal arrangements through the courts. In contrast, formal kinship placements involve the child welfare system and may lead to non-parental custody, guardianship, adoption, reunification, extended foster care, or a youth aging out of foster care.

Kinship caregivers often assume the role of parenting family members unexpectedly and with little preparation, frequently facing significant financial challenges. This creates an urgent need for timely access to both tangible and intangible supports. Kinship navigator programs play a vital role in meeting these needs, helping with material necessities like clothing and diapers as well as offering emotional and social support. These programs also help caregivers navigate complex legal, medical, and educational systems. These programs empower caregivers to effectively provide for the children in their care.

The services proposed under this grant aim to address critical gaps not covered by current funding sources, particularly for informal kinship caregivers in the Fairfax County community. The Department of Family Services plans to implement the Washington State Kinship Navigator model as a secondary prevention strategy, focusing on targeted services for vulnerable children and families in the community.

EQUITY IMPACT:
The proposed expansion of the Kinship Navigator Program aims to address systemic inequities and promote equitable access to resources and support for kinship caregivers, many of whom face disproportionate challenges due to socioeconomic, racial, and cultural disparities. By prioritizing the needs of both formal and informal kinship caregivers, the program promotes family stability and permanency for children—outcomes that align with Fairfax County's equity priorities and commitment to dismantling barriers that impact historically marginalized communities.

Kinship caregivers, especially informal caregivers, often include grandmothers, aunts, uncles, and other extended family members, many of whom belong to underserved communities disproportionately affected by poverty, systemic racism, and limited access to services. Expanding the Kinship Navigator Program directly addresses these disparities by providing targeted support to ensure these caregivers receive assistance tailored to their unique needs. This includes access to financial support, legal resources, education, and peer guidance designed to mitigate long-standing inequities.

FISCAL IMPACT:
Grant funding in the amount of $346,500 is being requested from VDSS. No Local Cash Match is required. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated awards in FY 2026. Indirect cost recovery is allowed but DFS is not requesting the recovery of indirect costs in order to maximize funds available to accomplish the objectives of the project.

CREATION OF POSITIONS:
No new positions will be created with this grant funding.

ENCLOSED DOCUMENTS:
Attachment 1 – DFS Application for Virginia Kinship Navigator Program

Board Agenda Item
August 26, 2025

STAFF:
Christopher Leonard, Deputy County Executive
Michael Becketts, Ph.D., Director, Department of Family Services (DFS)
Oriane Eriksen, Division Director, Children Youth and Families, DFS

Virginia Kinship Navigator Program Application

This application seeks to identify local departments of social services who are currently providing, or are interested in providing, kinship navigator services in their community. Virginia is implementing the Washington State Kinship Navigator Program model. Information about the Washington Kinship Navigator Program can be found on the Title IV-E Prevention Services Clearinghouse

Please submit applications to Sandy McCready at Saundra.McCready9@dss.virginia.gov no later than 5:00PM on July 3, 2025.

Required Forms: Please submit all forms together in one email.

1. *Application: Attachment A*
2. *Budget: Attachment B*
3. *Agency W-9-signed: Attachment C*
    a. *The W-9 must be filled out in its entirety with a current signature date (within 30 days).*
    b. *Please print, sign, scan and attach to email submission.*

Agency Name: Fairfax County Department of Family Services

Person Completing Application: Julie Bowman, LCSW

Title of Person Completing Application: Program Manager

Email Address: julie.bowman@fairfaxcounty.gov

Phone Number: 703-324-7131

Signature of Person Completing Application: DocuSigned by: Julie Bowman BD80C885231D491...

Director Name: Michael A. Becketts, PhD.

Signature of Director: DocuSigned by: D69ACE7DF94F4F5...

Amount of Funding Requested: $346,500

Provide a brief narrative response for each of the questions listed below.

1. **List the target population (formal and/or informal) kinship caregivers and the service area for the program:**

See Attachment A--Fairfax County DFS Application

2. **Does your agency currently provide services to kinship caregivers? If yes, please indicate the funding source for the services.**
   See Attachment A--Fairfax County DFS Application

3. **Describe how does your agency plans to implement the kinship navigator program.**

   See Attachment A--Fairfax County DFS Application

4. **List the community partners you expect to collaborate and coordinate with to provide ongoing education and peer supports to kinship caregivers. Please share some strategies for how this collaboration might take place.**

   See Attachment A--Fairfax County DFS Application

5. **Please describe how your community has worked together to develop to maximize resources for Kinship families**

See Attachment A--Fairfax County DFS Application

6. **One aspect of the Washington Kinship Navigator Program is program advertising. Explain how will you provide information about the need for kinship care and services for kinship caregivers with local community partners and stakeholders?**

See Attachment A--Fairfax County DFS Application

7. **How will you involve local kinship caregivers and youth raised by kinship caregivers in implementation efforts and ongoing evaluation of your program?**

See Attachment A--Fairfax County DFS Application

8. **A component of the Washington Kinship Navigator Program model is providing information and assistance. Explain how you will establish an information and referral system for federal, state, and local benefits for kinship caregivers?**

See Attachment A--Fairfax County DFS Application

9. **All sites that are funded through title IV-E prevention services (Family First) funding, to implement and sustain the Washington Kinship Navigator Program are to follow the processes of the Washington model and provide ongoing data reports. Explain how your site will ensure staff are following the Washington Kinship Navigator Program model and will monitor data.**

See Attachment A--Fairfax County DFS Application

10. **Please complete Budget: Attachment B: Please provide a detailed narrative under "Budget Narrative" on this form. Budgets lacking detail will be returned for further clarification and may delay funding decisions.**

11. **Please fill out and complete the W-9: Attachment C form in its entirety.**

1 Attachment A—Fairfax County DFS Application

1. **List the target population (formal and/or informal) kinship caregivers and the service area for the program:**

   The target population for support and services are formal and informal kinship caregivers in Fairfax County, Virginia. Services for formal kinship caregivers will focus on support, stability, and permanency. The focus for services for the informal caregivers will be community education, assessment of needs, targeted case management, access to emergency funds, legal consultation and assistance, education and peer support. Using this funding stream, Fairfax County Department of Family Services (DFS) will continue our work support formal kinship caregivers, and a partnership with a local non-profit, Formed Families Forward will implement the program in the community with informal kinship caregivers.

2. **Does your agency currently provide services to kinship caregivers? If yes, please indicate the funding source for the services.**

   Fairfax County DFS currently has 3 FTE Kinship Navigators in the Foster Care & Adoption, Resource and Support Program. These navigators act in a prevention capacity to identify, locate, and engage relatives to support families interfacing with our child protective services and in-home programs. In addition, these navigators are a bridge between the CPS and foster care program in providing information and education to potential relative caregivers considering becoming formal kinship caregivers (kinship resource parents).

   Additionally, DFS has provided services to informal kinship caregivers in the community in two ways—Kinship Resource Line and Peer/Support Groups. DFS currently operates a Kinship Resource Line, offering essential, foundational support to our community's kinship caregivers. Caseworkers assist callers in understanding and initially navigating the intricate social services, education, and health systems within the County. While effective within its current scope, this service has the capacity for significant expansion and increased impact. With additional financial support, we propose implementing the evidence-supported Washington Kinship Navigators Model. This expansion strengthens the ability to provide more comprehensive and robust assistance to kinship families, ultimately strengthening their ability to provide stable and nurturing environments for children in their care.

1 Children's Bureau Grantee Synthesis: Kinship Navigator Programs

The Peer/Support groups have been a longstanding part of the County's programming. Formed Families Forward is currently providing these services on behalf of the Department, which are currently supported using county funds. From December 2023 to June 2025, Formed Families Forward has facilitated a total of 43 Kinship Caregiver Support Group meetings (23 in person and 20 virtual). The groups served a total of 258 participants during the 19-month period. Childcare is also provided for the in-person group meetings.

3. Describe how does your agency plans to implement the kinship navigator program.

The foundation of the Washington State's Kinship Navigator program is equal access to information, assistance, and referral and the use of the kinship needs assessment. If selected, Fairfax County DFS would partner with Formed Families Forward, a trusted community partner that employes credible messengers and people with lived experience to be the face and front door of the program for informal kinship caregivers. DFS recognizes the stigma and fear in the community when citizens are served by a government agency. The information, referral, and support will be provided by Formed Families Forward on behalf of the Department.

In researching Kinship Navigation programs throughout the country, several sites across the country were supported by grants from the Children's Bureau[1] . With support over a five-year period, the Bureau studied the effectiveness of kinship navigator programs. One essential component of successful programs was dedicated trained staff to walk alongside kinship caregivers to access services. Many sites employed kinship caregivers as peer navigators and mentors to assist other caregivers in the community. The proposal to have a contract employee from a local non-profit dedicated to supporting these caregivers falls in line with the Bureau's recommendations.

Much of the support and resources sought by informal kinship caregivers is financial, including monthly TANF assistance, food support, childcare services, etc. Considering lessons learned from other kinship navigator programs, the implementation of this pilot in the Fairfax County community will need designated staff to support the fidelity of the model from Washington State. With the model delivered in partnership between Formed Families Forward and DFS, kinship caregivers will have direct connections to the public assistance staff in DFS.

1 Children's Bureau Grantee Synthesis: Kinship Navigator Programs

The Department already has an established, integrated relationship with the non-profit Formed Families Forward, and this partnership will be crucial to the pilot program's success. Even though the pilot is only for 12 months, we can begin partnership under this grant quickly and collaboratively with Formed Families Forward.

A core element of this effort will be creating new branding materials. The internal DFS communications team will work to develop a targeted marketing plan for the development and dissemination of these materials. A robust marketing strategy that includes targeted community media outlets, mass media, and print materials for outreach and engagement is essential to the program's success, ensuring effective outreach to serve informal kinship families.

Fairfax County DFS already has an existing Kinship Resource Line. This line will be included in our outreach strategy and will be a key component in the information and assistance/referral process of the model. The calls will be triaged based on the information gathered from the caller. A pre-screening tool will be developed that mirrors Appendix P (prescreening tool) will be developed to ensure information is captured accurately and consistently for CQI.

The Urgent funds will be managed by the Supervisor of the Kinship Team within DFS. A process and a protocol for approval of the funds will be developed in partnership with the DFS Fiscal Division to ensure that standard accounting practices are adhered to and with the DFS Equity and Strategic Plan Manager to ensure that our program design honors the tents of equity in access and distribution of the funds to families served in this program. Peer to Peer support and caregiver education/training opportunities will be delivered by Formed Families Forward through an existing contract. In addition, it is important to provide funding for legal consultation and assistance for these families.

While helping all informal kinship caregivers is a goal, it is unrealistic to set out to serve all in the beginning. Targeted universalism is an opportunity to tailor approaches and strategies to meet those where they are while working toward the same universal goal—support to all kinship caregivers. In partnering with Opportunity Neighborhoods, the Department will develop a realistic, targeted outreach plan for the initial year of the program.

4. **List the community partners you expect to collaborate and coordinate with to provide ongoing education and peer support to kinship caregivers. Please share some strategies for how this collaboration might take place.**

Ongoing education and peer support to kinship caregivers are existing services provided by Formed Families Forward on behalf of Fairfax County DFS. Formed

1 Children's Bureau Grantee Synthesis: Kinship Navigator Programs

Families Forward is a family-led nonprofit organization committed to supporting families formed through kinship care, foster care, and adoption.

Formed Families Forward hosts one in-person Kinship Caregiver Support Group once per month. Meals and childcare are provided to those attending. In addition, they host one virtual Kinship Caregiver Support Group monthly. The primary therapeutic dynamic of both groups is 'mutual support,' including open discussion, problem-solving, and resource sharing. Both in-person and virtual groups are facilitated. Lastly, they also host at least 4 webinars and other training courses on a quarterly on topics of interest to the target population.

In addition to their direct work with families offering group and individualized support services, Formed Families Forward also facilities a Kinship Peer Support Groups Advisory Committee of kinship caregivers and kinship-serving professionals. The Advisory Committee meets quarterly to provide guidance on the support groups and the quarterly training offered to the community.

5. Please describe how your community has worked together to develop to maximize resources for Kinship families.

Through the implementation of the Kinship Navigation for formal kinship caregivers, Fairfax County has developed strong community partners to support these families with time, services, and resources. Existing partnerships with "Foster the Family DC" and "Project Belong VA" have provided an invaluable number of resources to our formal kinship caregivers. These resources will continue to be available. One powerful support provided through "Project Belong VA" are their Care Communities. Care Communities are assigned to a family and provided regular support to the family by bringing meals and groceries, supplying practical needs, mentoring, homework assistance, and much more. These communities sponsored by local faith communities have been invaluable in supporting the kinship caregivers in our community.

Fairfax County DFS has a longstanding relationship with Fairfax County Public Schools through several programs within Children, Youth, and Families. These relationships will be helpful in getting the word out about these resources and supports for kinship caregivers in the Fairfax County community.

During the past year, DFS through the Healthy Minds Fairfax (another DFS program) has launched a mental health navigation program that offers 24-hour access to a

1 Children's Bureau Grantee Synthesis: Kinship Navigator Programs

database to find children behavioral and physical health resources in Fairfax County. A component of this program is also another public – private partnership offering specialized family-level supports to help families connect with mental health services for youth and their families. This is another example of a continued effort from the Department to assist residents in navigating the large system to find resources for themselves and their family members. Learn more about this resource at Healthy Minds Fairfax: https://www.fairfaxcounty.gov/healthymindsfairfax/

6. **One aspect of the Washington Kinship Navigator Program is program advertising. Explain how you will provide information about the need for kinship care and services for kinship caregivers with local community partners and stakeholders?**

Program advertising will be the foundation for the success of the Kinship Navigator Program in Fairfax County. As mentioned previously, new promotional materials will be created in partnership with the DFS communications team to share information about the services and supports. By partnering with a local non-profit, the Department hopes to reduce the fear that may exist for informal kinship caregivers in working with a government child welfare agency.

It is important to utilize a variety of methods of communication, including brochures, flyers, promotional items, county publications and media outlets, community displays in libraries and community centers, and paid advertisements. As kinship caregivers are often grandparents, it's important to use traditional marketing strategies as well, including newspapers and county magazines.

The following is a list of opportunities to share information about the program with the community—

- Brochures, flyers, and promotional items
- Partnerships with other DFS divisions—Public Assistance and Adult & Aging
- Interviews with media outlets
- Partnerships with Fairfax County Public Schools through using their outreach tools that enter the homes of over 300,000 subscribers in the County.
- Traveling displays through the county libraries and recreation centers
- Paid advertisements—bus shelter signs, movie theaters, social media, NextDoor, Google Advertisements, and newspaper ads or articles

1 Children's Bureau Grantee Synthesis: Kinship Navigator Programs

- Podcasts or other public service announcements

However, as mentioned above, DFS would like to be targeted in the initial implementation of the program. The capacity to serve informal kinship caregivers is limited during this one-year pilot program. Lessons learned during this 12-month pilot will be applied moving forward expanding the reach of the program to other areas of the community.

7. How will you involve local kinship caregivers and youth raised by kinship caregivers in implementation efforts and ongoing evaluation of your program?

Kinship Care Oversight Committee (KCOC) is a key component of the Washington State Kinship Navigator Program. An Advisory Committee is an existing deliverable in partnership with Formed Families Forward. The committee will be utilized in the hopes of increasing the members to include youth raised by kinship caregivers.

8. A component of the Washington Kinship Navigator Program model is providing information and assistance. Explain how you will establish an information and referral system for federal, state, and local benefits for kinship caregivers?

Fairfax County will have a diverse multi-method approach for information and assistance. Given the varying ages of kinship caregivers, it is important to have several different avenues for caregivers to be connected to resources. The methods will include the following:

- a traditional telephone line with voice mail capability,
- a dedicated email address accessible by several staff
- information on county website
- QR code directing caregivers to a referral form

An online resource guide will also be created as another avenue for kinship caregivers to search for and access information and services in the community. The guide will provide direct contact information about federal, state, and local benefits for kinship caregivers.

Financial support is often a great need for kinship caregivers. The contract employee from the non-profit will be directly connected to the county's Public Assistance team to ensure that relatives receive financial support and quality customer service.

1 Children's Bureau Grantee Synthesis: Kinship Navigator Programs

7 Attachment A—Fairfax County DFS Application

9. **All sites that are funded through title IV-E prevention services (Family First) funding, to implement and sustain the Washington Kinship Navigator Program are to follow the processes of the Washington model and provide ongoing data reports. Explain how your site will ensure staff are following the Washington Kinship Navigator Program model and will monitor data**.

One of the keys to the success of any implementation is ensuring that staff is well trained. All the Kinship Navigation staff will receive the required training in the Washington State program to ensure a consistent and equitable service delivery for all kinship caregivers.

Data and documentation will be key to the implementation of the program in Fairfax County. Standard policies and procedures for timely and quality documentation will be created and followed. Documentation includes both qualitative and quantitative data. The CQI team will use the Fidelity Tool to conduct case reviews on a regular basis to ensure fidelity to the model. Their review will include recommendations in both policy and practice. The QA team will also be responsible for monthly data reports. A case tracking system (like GetCare outlined in the manual) can be developed by the DFS Information Technology team within 60 days of notification of funding to DFS. The data collection tool will be developed in a manner that ensures that the information outlined in Appendix D-F in the program manual is accurately captured so this data can be reported to Fairfax County and VDSS. DFS Information Technology has the capacity to add this business need to an existing proprietary information system or to build a new data collection tool within the Microsoft environment.

Arguably, the most important piece of data is the feedback from the kinship caregivers receiving services through the program. Are the services making a difference? How so? If not, what are the identified barriers? This data can be gathered in different ways that will be developed by the implementation team to include surveys, interview questions, etc.

To ensure quality implementation of the program model, Fairfax County DFS will utilize an implementation team to inform and monitor the process. The implementation team will include but is not limited to the following: Kinship Navigation Supervisors, CQI representative, QA management analyst, Kinship Navigators, kinship caregivers, Formed Families Forward representatives, and other community partners.

1 Children's Bureau Grantee Synthesis: Kinship Navigator Programs

8 Attachment A—Fairfax County DFS Application

10. **Please complete Budget:** See Attachment B
    Attachment B: Please provide a detailed narrative under "Budget Narrative" on this form. Budgets lacking detail will be returned for further clarification and may delay funding decisions.

11. **Please fill out and complete the W-9:** See Attachment C form in its entirety

1 Children's Bureau Grantee Synthesis: Kinship Navigator Programs

Attachment B—Budget 1

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Project Name: __Kinship Navigator Program Expansion Pilot____
Project Duration: _October 1, 2025—September 30, 2026_____

Expense	Description	Amount
Program and Administrative Costs	Funding for a program from a local non-profit to provide the general services outlined in the model—information, assistance, and referral; case coordination; and case management. Responsibilities would include community outreach and education and responding to inquiries from kinship caregivers via multi-methods of communication. As the program grows, additional peer navigators would support in providing these services as well.	$85,000.00
Advertising and Marketing	• Printing of brochures, flyers, and promotional items • Traveling displays through the county libraries and recreation centers • Paid advertisements—bus shelter signs, movie theaters, social media, NextDoor, Google Advertisements, and newspaper ads or articles • Public service announcements • Other marketing opportunities	$20,000.00
Urgent Funds available for informal kinship caregivers	The Kinship Navigator Program will allocate $1,500 per family to support concrete needs, resource navigation, and supportive services in accordance with the Washington State model; Budget ask is calculated for serving 100 families	$150,000.00
Funds for Legal Consultation and Assistance	Many kinship families need help with guardianship, custody cases, immigration, or other legal issues. Allocate funds to provide legal assistance either directly or through partnerships with legal aid organizations.	$25,000.00
Peer to Peer Support and Caregiver training and education.	• Twice Monthly Peer Support Groups (in person and virtual) • Quarterly webinars or trainings • Advisory Committee • Costs of Childcare and Meals for groups and trainings	$35,000.00

Department of Family Services
12011 Government Center Parkway
Fairfax, VA 22035
703-324-7500
www.fairfaxcounty.gov

Non-profit Management and Administrative Costs	The nonprofit agency managing the program will incur additional costs related to oversight, compliance, and organizational support. A reasonable overhead cost for nonprofit administration is typically 10% of the total budget.	$31,500.00
Total		$346,500.00

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Director of Finance - County of Fairfax VA

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) Local Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 3

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) C

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

12000 Government Center Pkwy Ste 214

Requester's name and address (optional)

6 City, state, and ZIP code

Fairfax, VA 22035

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number

5 4 - 0 7 8 7 8 3 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Yalda Sangari | **Date** 07/02/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Board Agenda Item
August 26, 2025

ADMINISTRATIVE – 21

Authorization for the Department of Family Services to Apply for and Accept Grant Funding from the United States Department of Health and Human Services, Administration for Children and Families, Office of Family Assistance to Support Activities that Promote Responsible Fatherhood

ISSUE:
Authorization from the Board of Supervisors is requested for the Department of Family Services (DFS) to apply for and accept grant funding in the amount of $749,999 from the United States Department of Health and Human Services, Administration for Children and Families, Office of Family Assistance (OFA) for the Family, Opportunity, Resilience, Grit, Engagement (FORGE) – Fatherhood Grant. If received, these funds will be used to fund 5/5.0 FTE new grant positions to support the Father Engagement Program (FEP). FEP will provide free, voluntary services to fathers and father figures of all backgrounds in Fairfax County. The goal is to strengthen families, promote economic stability, and build a more resilient community.

The expected grant start date is September 30, 2025. The initial grant period is one year with up to four annual renewals upon contract execution between the County and OFA. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:
The County Executive recommends that the Board authorize DFS to apply for and accept grant funding, if received, from OFA in the amount of $749,999. Funding will be used to fund 5/5.0 FTE new grant positions and strengthen Fairfax County's commitment to family well-being by enhancing the FEP. No Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, on behalf of the County.

Board Agenda Item
August 26, 2025

TIMING:
Board approval is requested on August 26, 2025. Due to a grant application deadline of July 29, 2025, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn. The Board was also notified via email of the department's intent to apply for this grant.

BACKGROUND:
The FORGE Fatherhood Grant aims to foster collaboration, break down silos, and increase referrals between FEP, Domestic & Sexual Violence Services, DFS' Workforce Development program, and Virginia's Division of Child Support Enforcement, among other community partners. Aligned with Fairfax County's priorities of Economic Opportunity and Empowerment and Support for Residents Facing Vulnerability, FORGE will support fathers in becoming active, engaged, and effective parents as well as strengthen economic stability, ultimately fostering healthier families and stronger communities. FORGE will expand evidence-based services, improve outreach to underserved fathers, and implement innovative strategies to address systemic barriers, such as unemployment, relationship challenges, and obstacles to parenting.

This grant funding will enable FEP to enhance case management by improving access to employment support, intimate partner resources, and other community services. It will also offer targeted interventions designed to increase family stability and achieve positive child outcomes. Additionally, the grant will strengthen collaborative efforts across County initiatives to ensure comprehensive service delivery for vulnerable populations, addressing service gaps in a holistic manner. The services offered through FORGE will be free and voluntarily available to all expectant fathers, married or unmarried, as well as father figures, including grandfathers and adoptive, step, and foster fathers.

EQUITY IMPACT:
The supports provided through FORGE grant funding will be accessible to individuals aged 18 or older across all demographics and socioeconomic groups, regardless of race, color, religion, sex, national origin, or any other protected characteristic.

FISCAL IMPACT:
Grant funding in the amount of $749,999 is being requested from OFA. No Local Cash Match is required. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated awards in FY 2026.

Indirect cost recovery is allowed but DFS is not requesting the recovery of indirect costs in order to maximize funds available to accomplish the objectives of the project.

CREATION OF POSITIONS:
There will be 5/5.0 FTE new grant positions created with this grant funding. When grant funding expires, the County is under no obligation to continue funding these positions.

ENCLOSED DOCUMENT:
Attachment 1 – Grant Application File 1
File 2 that contains attachments for the grant application is available upon request.

STAFF:
Christopher Leonard, Deputy County Executive
Michael Becketts, Director, Department of Family Services (DFS)
Alycia Blackwell, Deputy Director, DFS
Oriane Eriksen, Division Director, Children Youth and Families, DFS

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Note – The following is a screen shot of the Table of Contents for File 2 – Attachments, therefore bookmarks/hyperlinks will not work.

Family, Opportunity, Resilience, Grit, Engagement—Fatherhood (FORGE Fatherhood)
Opportunity # HHS-2025-ACF-OFA-ZJ-0014 | Fairfax County | File 2 – Attachments

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Project Summary

Project Title: Fairfax Fathers – Fostering Opportunities for Relationships, Guidance, & Example (FF – FORGE)

Applicant Name: Fairfax County Government – Department of Family Services
Address: 12011 Government Center Pkwy, Fairfax, VA 22035
Phone Number: (703) 324-7500
Email Address: Michael.Becketts@fairfaxcounty.gov
Website URL: https://www.fairfaxcounty.gov/familyservices/

Project Description – Using the *Emerging Scope* category, the Department of Family Services' (DFS) Father Engagement Program will implement Fairfax Fathers (FF – FORGE). FF – FORGE will offer free, voluntary services to fathers and father figures in Fairfax County to strengthen families, promote economic stability, and build a more resilient community. FF – FORGE will enhance collaboration, improve referrals, and integrate services between Father Engagement Program, the Virginia Department of Social Services (VDSS) Division of Child Support Enforcement (DCSE), DFS' Domestic & Sexual Violence Services, workforce development programs, and other community partners.

Needs Summary – Over 34,000 of Fairfax County's children live without a father/father figure in the home.[1] Research shows that active father involvement significantly benefits parents' health, fosters children's emotional and social well-being, and reduces risks such as poverty and delinquency, while increasing academic, career, and future parenting success.[2]

Population – Services will be accessible to fathers and father figures, aged 18 years or older across all demographics and socioeconomic groups. These fathers may either be a Fairfax County resident and/or have a child 18 years or younger residing within Fairfax County.

Proposed Services – FF – FORGE will utilize the validated and reliable Protective Factors Survey (PFS) to assess fathers' needs to: identify appropriate services and resources to offer fathers to strengthen parenting capacity, improve their relationships; and enhance their financial stability.[3] The PFS will also identify areas in which fathers may be provided with targeted support during group-based classes and inform the employment-based case management. The following details the additional services offered under the three core FORGE categories:

(1) Promoting Responsible Parenting & (2) Promoting Sustaining Healthy Marriage – The Program will administer Dad's Parenting Groups that will utilize the evidence-based curriculum 24:7 Dad®. The 24:7 Dad® is designed to equip men with the knowledge, skills, and attitude realignment to be effective and nurturing fathers. The program addresses co-parenting and provides skills to strengthen the father's relationships with their partners/children's mothers, recognizing that healthy co-parenting relationships are crucial for children's well-being.

(3) Fostering Economic Stability – Fathers will be provided with employment-centered case management and support services through the Employment Service programs offered by DFS, and the Financial Empowerment Center. DFS is the regional one-stop-operator of the Virginia Career Works centers and operates the regional Workforce Opportunity and Investment Act programs for adults, youth, and dislocated workers.

[1] S0901: Children Characteristics - Census Bureau Table
[2] The social predictors of paternal ...NIH Research
[3] [3]https://friendsnrc.org/wp-content/uploads/Protective-Factors-Survey-trad.pdf

Project Narrative

Geographic Location

Fairfax County, Virginia encompasses 406.76 square miles and has a total population in excess of 1.19 million people, representing 14% of the Commonwealth's total population.[4] The area has experienced extraordinary growth and urbanization over the last 30 years and has been transformed from a suburban community of Washington DC to an urban employment and population center in its own right. Fairfax County borders Prince William, Loudoun, Arlington and Alexandria Counties. See Figure 1 for a map of Fairfax County and surrounding jurisdictions.

Services will be provided to all married or unmarried expectant fathers and father figures (including but not limited to, grandfathers, and adoptive, step and, foster fathers) aged 18 years and older across demographic and socioeconomic strata. Fathers may either be Fairfax County residents or live outside of the county, but their children reside in the County. As a result, groups and case management will be offered virtually and in-person throughout the county to enhance accessibility of the programs offered to fathers.

Figure 1: Map of Fairfax County and Surrounding Jurisdictions



Need for Assistance

The Fairfax-Falls Church area is the largest and most populous area in Virginia. While the county is known as a high-income area, with a median household income of approximately $141,553 per year, about 6.0% of the population or 67,994 people live below the poverty rate. [5,6] Overall, 33.5% (139,077) of households have children under 18 years of age. Of the households with children, 12.7% (17,698 households) are single parent households.[7] Over 34,000 children in Fairfax County live without a biological father, stepfather, or adoptive father in the home.[8] Most recent

[4] Demographic Reports 2024 (fairfaxcounty.gov)
[5] S1901: Income in the Past 12 Months ... - Census Bureau Table
[6] S1701: Poverty Status in the Past ... - Census Bureau Table
[7] DP02: Selected Social ... - Census Bureau Table
[8] S0901: Children Characteristics - Census Bureau Table

unemployment rates indicate that Fairfax County's unemployment rate is 3.2%.[9] Rapid urbanization; cultural diversification; the high cost of living, particularly in the housing sector; as well as economic disparity in the face of general affluence, places significant stress on many families with children.

In FY 24, there were 2,379 validated reports of child abuse and neglect and 294 children were served in foster care in Fairfax County. During FY 2025, Fairfax County Domestic and Sexual Violence Services (DSVS) provided critical support to individuals and families affected by domestic violence. The DSVS 24/7 Hotline received 927 calls, and the Fairfax County Lethality Assessment Protocol (LAP) crisis line handled 442 intimate partner violence-related calls. DSVS advocates delivered direct services to 921 clients, offering safety planning, court accompaniment, crisis intervention, and resource education. Additionally, 287 individuals participated in counseling services, while 51 couples or families received family/couples counseling.

The 2023 Fairfax County Youth Survey highlighted significant concerns related to relationship and sexual violence among 8th, 10th, and 12th-grade students:

- **Controlling Behavior**: 11.8% of students reported having a partner who insisted on always knowing their whereabouts, with rates increasing from 7.4% in 8th grade to 15.7% in 12th grade.
- **Emotional Abuse**: 5.1% of students experienced name-calling or putdowns from a partner.
- **Sexual Coercion**: Among students who dated in the past year, 7.3% were forced into sexual activity by a partner. Female students were more than twice as likely to report this (9.2%) compared to male students (4.5%).
- **Physical Abuse**: 4.0% of students who dated in the past year reported being physically hurt by a partner.
- **Sexual Harassment**: 10.6% of students reported being sexually harassed within the past year, with rates ranging from 9.9% among 10th graders to 11.3% among 12th graders. Female students were significantly more likely to experience this (12.6%) compared to male students (7.0%).

These data underscore the urgency of addressing relationship violence and harassment in Fairfax County while highlighting DSVS's role in providing lifesaving services and preventive efforts.

Research shows that a father's involvement during pregnancy and child-rearing supports improves mental and physical health for both parents, and correlates to improved social connections, emotional stability, and overall wellbeing for children.[10] Children with actively engaged fathers are less vulnerable to childhood poverty, mental illness, juvenile delinquency, youth sexual activity, teenage pregnancy, and substance abuse, and have an increased likelihood of success in academic performance, careers, employment goals, and future parenting skills.

Fairfax County faces significant challenges in meeting the diverse and evolving needs of its large population, particularly its fathers. While the county provides a range of services, the complexity of accessing them highlights the need for greater innovation and coordination. Fathers often experience barriers such as unemployment and disconnected services, which strain their family

[9] Department of Labor, Bureau of Labor Statistics.
[10] The social predictors of paternal ...NIH Research

relationships. Despite years of effort by the Father Engagement Program, the program has struggled to expand its reach, retain participants, and strategically build partnerships to better support fathers in maintaining healthy relationships, improving marriages, and achieving economic stability.

Addressing these challenges requires a targeted and collaborative approach. The FORGE grant emerges as a critical and forward-thinking response to these pressing needs, working to foster collaboration, streamline access, and align key partners under a unified strategy.

Objectives & Expected Outcomes

The Father Engagement Program fosters child and family safety, connection, and resilience by highlighting the irreplaceable role of fathers. Through positive involvement, fathers enhance child well-being and stability. The program builds on strengths, encourages collaboration, and challenges assumptions to support sound decision-making and strengthen protective factors. Engaged fathers play a pivotal role in helping children and families thrive while prioritizing meaningful connections and safety.

The objectives of the Father Engagement Program are to:

1. Continue to utilize the 24:7 Dad® parenting curriculum to ensure fathers:
    a. Increase awareness and knowledge about how to be a good father.
    b. Enhance skills and capacity to demonstrate and apply the skills being learned.
    c. Strengthen parenting with the mothers of their children by promoting healthy relationships.
    d. Improve their self-worth and confidence.

2. Implement intensive case management services including:
    a. A comprehensive assessment of participants' current economic and employment status to identify individual strengths, skills, and potential barriers to employment.
    b. An individualized service plan to address the identified needs and focus on economic stability and employment activities; and
    c. Referrals to community resources and services including, but not limited to the local Office of Child Support Enforcement, the Virginia Career Work Centers, the Financial Empowerment Center, and other relevant county agencies and community partners.

3. Strengthen partnerships and collaboration with other government entities and community organizations to address barriers to responsible parenting.
    a. Ensure fathers have access to external resources, such as counseling, parenting support groups, childcare assistance, or legal services, to address specific barriers to responsible parenting.

The key outcomes of the Father Engagement Program are:

1. Promoting responsible parenting outcomes
    a. Improved quality of father-child engagement.
    b. Increased frequency of father-child engagement.

c. Participants report increased confidence in their parenting abilities and understanding of child development after completing the program.
d. Fathers report increased confidence in their parenting abilities and understanding of child development after completing the program.
e. Reduced instances of discipline-related conflict, with participants reporting improved use of positive discipline strategies and reduced reliance on punitive methods.

2. Promoting or sustaining marriage outcomes
    a. Participants develop and implement effective co-parenting strategies, and report improved communication and collaboration with their child's other parent or caregiver.
    b. Fathers report improved communication and conflict resolution skills after completing relationship education workshops or coaching.

3. Fostering economic stability outcomes
    a. Participants complete individualized assessments and receive tailored workforce development resources to enhance their economic and employment stability.
    b. Participants develop and actively follow through on Individual Employment and Service Plans with measurable progress in their career pathways.
    c. Participants demonstrate increased job readiness by completing workshops on communication, time management, and teamwork, as evidenced by pre- and post-workshop evaluations.
    d. Increased access to economic and workforce opportunities, with fathers successfully connecting to education, training programs, or financial literacy tools.
    e. Fathers secure employment opportunities through job search support, hiring events, or connections to local employers, with measurable improvements in wage levels.
    f. High program retention and engagement rates lead to fathers maintaining employment for at least six months, with incremental wage growth tracked as a sign of economic stability.

4. Collaborative relationships with partners result in streamlined service referrals, with participants reporting seamless integration into external programs.

Table 4 provides more details of the projected number of participants expected to be served by FF – FORGE annually.

Approach: Overall, Including Promoting Responsible Parenting

Assuring Continued Commitment to Promoting This Program
The Department of Family Services (DFS) affirms its commitment to achieving the objectives and outcomes outlined throughout this narrative. Leadership, staff, and partners are aligned to ensure allocated resources are used exclusively for the funded program. DFS commits that funds will not be diverted to support other organizational priorities unrelated to the grant's intended outcomes.

To demonstrate this commitment, DFS will implement a structure that emphasizes accountability, transparency, and measurable progress. Key activities include regular progress monitoring with Children, Youth and Families Division (CYF) leadership and the Father Engagement Program;[11] engaging partners to refine implementation strategies and assess the effectiveness of activities such as referrals, outreach, and marketing; allocating dedicated personnel and resources to the program; and providing detailed reports to ensure alignment with program goals. These efforts will uphold the grant's integrity and achieve the intended outcomes.

Program Model | Recruitment, Enrollment & Retention

Father Engagement Program 's Dad's Parenting Groups & the 24:7 Dad®

FF – FORGE will build on the existing free and voluntary Dad's Parenting Groups, which use the evidence-based 24:7 Dad® parenting curriculum. See Attachment Q for more details about the 24:7 Dad® parenting curriculum. This curriculum focuses on five key areas: self-awareness, fathering skills, parenting skills, relationship skills, and self-care. It is designed for custodial and non-custodial fathers, expectant fathers, and anyone who identifies as a father figure in a child's life, regardless of demographic or socio-economic background. Developed by the National Fatherhood Initiative (NFI), the curriculum has been thoroughly evaluated and shown to significantly improve various aspects of fathering and overall family well-being.[12] It is widely utilized by organizations across the country. The Dad's Parenting Groups would continue to use the evidence-based Protective Factors Survey to measure fathers' improvement in the various domains related to parenting and family well-being. See Attachment P for more details about the Protective Factors Survey.

Dad's Parenting Group Structure

Groups will be provided both virtually and in-person throughout Fairfax County to be more accessible to fathers. When classes are offered in person, participants are provided complimentary dinner, childcare and transportation, if needed. Classes are taught by Father Education Program facilitators who are supported by volunteers.

Fatherhood classes will be provided in a cohort of a maximum of 12 fathers and offered over a 14-week period, with each class being 2.5 hours long. The first session is the orientation where fathers get the opportunity to meet the facilitators and other participants. The specific 24:7 Dad® curriculum is offered over 12 sessions, and the final session has the fathers coming together to reflect on lessons learned and celebrate with each other during graduation.

The 24:7 Dad® curriculum has built in skills-based activities that help enhance the curriculum and give fathers concrete tools to add to their parenting and self-care toolbox. Activities include but are not limited to: "About me" inventory, family spirituality checklist, the three rules of expressing anger appropriately, family cultural inventory, "If-Then & I" statements, creating family rules, and dad's involvement plan.

[11] See Figure 1: The Department of Family Services Organizational Chart for more information about DFS' structure and relationship with CYF and the Father Engagement Program.
[12] 24:7 Dad® https://www.fatherhood.org/program-24-7-dad

The FORGE Project requires that each of the critical components listed in Table 1 be implemented in its core activities of Promoting Responsible Parenting, and Promoting and Sustaining Healthy Marriage. To ensure that this was achieved, the 12 sessions of the 24:7 Dad® curriculum were reviewed and cross referenced with the critical components listed in Table 1.

Table 1: Required FORGE Services & Activities Addressed in 24:7 Dad® Curriculum Topics

Required Services for Authorized Activity #1: Promoting Responsible Parenting
#1.1 Understanding child development and child behaviors. #1.2 Promoting positive communication with children and other family members. #1.3 Setting limits and using nonviolent discipline techniques. #1.4 Showing the importance of being an involved parent. #1.5 Developing or rebuilding trust. #1.6 Reducing family conflict and enhancing family relationships. #1.7 Self-regulating and co-regulating to support healthy parenting and attain shared and personal goals.
Required Services for Authorized Activity #2: Promoting or Sustaining Healthy Marriage
#2.1 Communication skills, including expression, discussion, and negotiation skills. #2.2 Conflict resolution, anger management, and problem-solving skills. #2.3 Promotion of the benefits of marriage and two-parent involvement. #2.4 Education, counseling, or mentoring on family finances, including household management, budgeting, banking, and handling financial transactions and home maintenance.

In addition to critical components listed in Table 1, the FORGE Project also requires that specific activities be delivered. Table 2 highlights the activities that will be delivered during the administration of the 24:7 Dad® curriculum.

Table 2: Activities Delivered During Administration of 24:7 Dad® Curriculum

Activities for Authorized Activity #1: Promoting Responsible Parenting
#1.9 Sharing information about good parenting practices. #1.10 Skills-based parenting education. #1.11 Encouraging child support payments.
Activities for Authorized Activity #2: Promoting or Sustaining Healthy Marriage
#2.6 Enhancing relationship skills. #2.7 Education on how to control aggressive behavior. #2.8 Sharing information on the causes of domestic violence and child abuse. #2.13 Financial planning seminars, education, counseling, or mentoring on family finances, including household management, budgeting, banking, and handling financial transactions and home maintenance.

Table 3 lists each of the 12 sessions in the 24:7 Dad® curriculum and outlines the required FORGE services and activities addressed in each session.

Note – Please refer to Tables 1 & 2 for context and to cross-reference class topics while reviewing Table 3.

Table 3: 24:7 Dad® curriculum each session's topic, and the required FORGE services and activities addressed in each topic.

Dads Parenting Groups Sessions & 24:7 Dad® Curriculum Topics	# of Total 24:7 Dad® Curriculum Material Hours	Promoting Responsible Parenting		Promoting or Sustaining Healthy Marriage		# Hours Required Topics for Promoting or Sustaining Healthy Marriage
		Required Topics	Specific Activities to be Delivered	Required Topics	Specific Activities to be Delivered	
Orientation	N/A					
Session 1 (Family History)	2.5	#1.4; #1.7	#1.9; #1.10	#2.3	#2.6	1
Session 2 (What It Means to Be a Man)	2.5	#1.7	#1.9; #1.10	N/A		0
Session 3 (Showing and Handling Feelings)	2.5	#1.2; #1.3; #1.6; #17	#1.9; #1.10	#2.1; #2.2; #2.3	#2.6; #2.7	1.5
Session 4 (Men's Health)	2.5	#1.2; #1.4; #1.6	#1.9; #1.10	#2.1; #2.2	#2.6; #2.7	1.5
Session 5 (Communication)	2.5	#1.1; #1.2; #1.4; #1.6	#1.9; #1.10	#2.1; #2.2; #2.3	#2.6; #2.7	1.5
Session 6 (The Father's Role)	2.5	#1.5; #1.6	#1.9; #1.10	#2.3; #2.4	#2.6	1.5
Session 7 (Discipline)	2.5	#1.3; #1.6	#1.9; #1.10	#2.2	#2.6	0.5
Session 8 (Children's Growth)	2.5	#1.1; #1.3; #1.4; #1.7	#1.9; #1.10	#2.1	#2.6; #2.7	0.5
Session 9 (Getting Involved)	2.5	#1.2; #1.3; #1.4; #1.6	#1.10	#2.1; #2.3	#2.1; #2.3	1.5
Session 10 (Working with Mom and Co-Parenting)	2.5	#1.2; #1.4; #1.5; #1.6; #1.7	#1.9; #1.10	#2.1; #2.2; #2.3	#2.6; #2.8	2
Session 11 (Dads and Work)	2.5	#1.4	#1.9; #1.10; #1.11	#2.4	#2.13	1
Session 12 (My 24:7 Dad® Checklist)	2.5	N/A				
Graduation	N/A					
Total Hours	**30**	[redacted]				**12.5**

Recruitment

Fathers will be recruited through a collaborative approach that leverages strategic partnerships and targeted outreach efforts. The Father Engagement Program will partner with agencies and organizations who have relationships with fathers. These include but are not limited to: Virginia Department of Social Services (VDSS) Division of Child Support Enforcement (DCSE), DSVS, DFS Workforce Development and Cross-Function, and other programs within CYF. See Table 4: Key Father Engagement Program Partners and Their Roles for additional details about these partners. The Father Engagement Program will also participate in community events to further establish a robust referral network to identify and engage fathers in need of support.

These partners will share program information that directs fathers to the two existing DFS platforms that connect caregivers needing support in their parenting journey. These platforms are BuildingStrongerFamilies@FairfaxCounty.gov and the Parent Support Line (703-324-7720).

A marketing strategy will be developed to include, but not be limited to, strategically identifying new platforms, ensuring messages resonate with all fathers, collaborating with partners to disseminate marketing materials, sharing success stories from fathers who graduated from Dad's Parenting Groups, and encouraging participation through established relationships within the community. Additionally, the program will employ targeted outreach strategies, including social media campaigns, community events, and informational sessions.

Grant funds will be used to create the position of Fatherhood Support Specialist. This individual will have a community presence to align with community leaders and organizations, and engage fathers.

Enrollment

During the enrollment period, fathers will be advised that their participation in the Father Engagement Program is completely voluntary.

If fathers indicate an interest, these steps will be followed; fathers will be:

1. Assessed using the Protective Factors Survey. This will assess strengths and opportunities fathers demonstrate in the following areas: family functioning/resiliency, social support, concrete support, nurturing and attachment, and knowledge of parenting/child development.
2. Provided a schedule of available/upcoming classes so they can select a class that best suits their need (based on dates and location – in-person versus virtual options).
3. Connected to the Fatherhood Employment Case Manager so they receive navigation support through workforce services and resources in the County
4. Provided targeted resources and services based on areas identified through the Protective Factors Survey as needing additional support.

Fatherhood Employment Case Management

Upon referral to Employment Services, participants will meet with the Fatherhood Employment Case Manager who will assess their current economic and employment status. During this initial meeting, staff will connect fathers and father figures to workforce development resources tailored to enhance their financial and economic stability, laying the foundation for both immediate and long-term career success.

Activities focus on empowering fathers and father figures through individualized support and skill-building. This process typically begins with an assessment of strengths, skills, and potential barriers to employment, followed by career counseling to identify pathways in high-growth industries. Fathers will work with staff to develop an Individual Employment and Service Plan, while accessing job readiness workshops on topics such as communication, time management, and teamwork. Additional services include job search assistance, resume writing, interview preparation, access to education and training credentials, financial literacy tools, and connections to local employers through hiring events. Staff will ensure participants receive a warm handoff when referred to services provided by workforce development partners, including the Financial Empowerment Center, ensuring seamless support and collaboration to meet their needs.

Staff will monitor the program's impact using key performance metrics such as job placement rates, credential attainment, wage growth, and employment retention. Using a data-driven approach will help ensure participants achieve sustainable economic stability.

Retention

The Father Engagement Program will utilize multiple retention strategies to ensure fathers successfully complete Dad's Parenting Groups, and ultimately lead to strengthened families, improved economic stability, and resilient communities. This will be accomplished in the following phases:

Pre-Class Engagement – After a father is enrolled in the Dad's Parenting Group, the facilitator will contact him before class to confirm attendance, provide information, and address questions or concerns. This builds rapport and reinforces commitment while easing any fears.

Orientation – At orientation, fathers will be greeted, escorted to their classroom, and welcomed by the facilitator, who will provide an overview, review the welcome packet, and complete necessary paperwork. The opening activity will establish the cohort by allowing fathers to introduce themselves, share goals, and express concerns. This clarifies expectations, fosters connections among participants, and normalizes their feelings about parenting and relationships. These strategies aim to improve engagement and reduce dropout rates.

Duration of Dad's Parenting Groups – In collaboration with the Father Engagement Program Supervisor, class facilitators will use individualized service plans, developed with insights from the Protective Factors Survey, to emphasize 24:7 Dad® class topics that meet the unique needs of each father. Throughout the 14-week cohort, facilitators will leverage their strong group engagement skills to ensure the material remains relevant, engaging, and reflective of fathers' daily experiences. To minimize barriers to participation, with the assistance of grant funds and other community supports, the Father Engagement Program will continue to provide support such as dinner, childcare, and transportation assistance for in-person classes.

Cohort groups foster a supportive environment where fathers share their experiences, challenges, and successes while building meaningful connections with other fathers. Through structured discussions and activities, fathers gain valuable parenting skills, emotional support, and practical tools to strengthen their roles as caregivers and family leaders. Participation in these groups helps fathers address barriers, including communication challenges, by encouraging collaboration,

accountability, and personal growth. Many fathers report benefits such as reduced isolation, and stronger bonds with their children and partners, leading to healthier families and communities.

Between classes, facilitators will provide ongoing parent coaching to address fathers' individual needs, using the individualized service plans to regularly discuss their experiences, challenges, and resources of interest. They will normalize and address challenges inherent in the fatherhood journey to make the groups inclusive and supportive, working to alleviate common fears or discomfort about participation. Facilitators also encourage growth by celebrating small successes and reinforcing the importance of each father's role within their family. Fathers who miss a session will have options to make up the class, ensuring continued engagement throughout the program.

Approach: Promoting Responsible Fatherhood Activities: Promoting Responsible Parenting
Curriculum-Based Workshops

Training on 24:7 Dad® Parenting Curriculum
The evidence-based 24:7 Dad® parenting curriculum employs a train-the-trainer model to ensure that facilitators understand how to effectively and appropriately apply the curriculum. All existing Dad's Parenting Groups' facilitators were trained by the Father Engagement Program Supervisor. New team members would also be trained by the Father Engagement Program Supervisor. The Father Engagement Program Supervisor also routinely observes various Dad's Parenting Groups to provide facilitators feedback and ensure the curriculum is being implemented to fidelity.

Domestic (Intimate Partner) Violence Requirement
Fathers who are enrolled with Dad's Parenting Groups sometimes experience or have experienced intimate partner violence or have caused harm to others. The Father Engagement Program will strengthen their partnership with DFS' Domestic and Sexual Violence Services division (DSVS) in the following ways:

1. Ensure staff and volunteers of the Father Engagement Program participate in two 16-hour DSVS trainings, Domestic Violence Tier 1 and Sexual Violence Tier 1, orientations on the dynamics of domestic and sexual violence, the criminal and civil justice systems that respond to those crimes, and available resources in Fairfax County for victims of domestic and sexual violence. DSVS will allocate designated training slots for Father Engagement Program facilitators and volunteers in Tier 1 trainings to guarantee participation. DSVS will offer ongoing technical assistance to ensure continued curriculum improvement and effective program delivery.

2. Collaborate with the DSVS team to review and offer input on the 24:7 Dad® parenting curriculum to ensure it includes accurate information on intimate partner and dating violence, along with available resources in Fairfax County.

3. Invite DSVS team members to co-facilitate the Dad's Parenting Group that will address the 24:7 Dad® parenting curriculum topic of Working with Mom and Co-Parenting. This will also allow the Dad's Parenting Group facilitators to better understand this topic and further improve their delivery of class content and supporting fathers.

See Table 5: Key Father Engagement Program Partners and their Roles for more details on the partnership with DSVS.

Child Maltreatment
All Father Engagement Program team members are practitioners within CYF which serves as the County's child welfare agency. As a result, our Father Engagement Program practitioners are uniquely equipped to address issues connected to child maltreatment and are aware of and trained on Virginia's reporting requirements for child abuse and neglect. As mandated reporters, all CYF team members are required to report any suspicions of child abuse or neglect to the CPS Hotline.

This program will continue to provide fathers with the tools they need to build relationships with their children and partners and utilize positive disciplinary techniques to prevent child maltreatment. See Table 5: Key Father Engagement Program Partners and Their Roles for more details on the partnership with other CYF programs.

Program Participation Targets
Fairfax County's DFS has not received direct federal Healthy Marriage or Responsible Fatherhood funding. As a result, this project will fall under the "emerging scope" of services. Table 4 outlines the minimum number of fathers the program intends to serve annually.

Table 4: Projection of Number of Participants in Father Engagement Program Yearly

# Participation in Workshops	Year 1	Year 2	Year 3	Year 4	Year 5
Enroll	105	120	150	180	195
# Classes	7	8	10	12	13
Attend min. 1	105	120	150	180	160
Attend min. 50%	70	90	110	130	150
Attend min. 90%	**42**	**60**	**80**	**100**	**125**
Attend 100%	40	55	75	95	120

Voluntary Participation & Participant Eligibility and Service Populations
All services provided by the Father Engagement Program will be provided to all married or unmarried expectant fathers and father figures (including but not limited to, grandfathers, and adoptive, step and, foster fathers) on a voluntary basis across every demographic and socioeconomic spectrum, ages 18 years and older, who live in or have children living in Fairfax County, Virginia.

Addressing Client Needs
The Father Engagement Program will use the Protective Factors Survey (PFS) to assess participants' needs, skills, and interests. Designed for parents and caregivers in family support and child maltreatment prevention services, the PFS evaluates changes in family protective factors, provides insights into families served, and identifies areas for targeted interventions to prevent child abuse and neglect. The PFS measures five key areas:

1. **Family Functioning/Resilience**: The ability of families to cope with stress and bounce back from challenges.

2. **Concrete Support in Times of Need**: Need for employment support and access to resources such as food, housing, childcare, and transportation.
3. **Nurturing and Attachment**: The quality of parent-child relationships and the emotional bond between them.
4. **Knowledge of Parenting and Child Development**: Understanding child development and effective parenting strategies.
5. **Social Support:** The presence of supportive individuals and networks that offer assistance and encouragement.

The PFS assessment will then be used to inform the individualized service plans for fathers and determine additional follow-up and/or program supports needed while they are enrolled in the employment program. During this initial meeting, staff will connect fathers and father figures to workforce development resources tailored to enhance their financial and economic stability, laying the foundation for both immediate and long-term career success. See the section above related to *Fatherhood Employment Case Management* for more details.

Partnerships
Fairfax County faces challenges in meeting the complex needs of its population, particularly fathers who often struggle with unemployment and fragmented services. The FORGE Fatherhood grant provides a unique opportunity to address these issues by fostering collaboration, streamlining access, and uniting partners under a cohesive strategy to create a more effective support system. Table 5 illustrates key partners in this project and their specific roles.

Referral Source – Fathers will be referred to these key partners, at a minimum, based on their responses to the Protective Factors Survey and ongoing case management.

Recruiting Source – When appropriate, an agreement will be established with these organizations, at a minimum, so fathers may be referred to the Father Engagement Program. Otherwise, these entities will be engaged to ensure strong partnerships.

Program Implementors – These agencies will provide services to help fathers receive resources to strengthen their families, increase their economic stability, and play a role in building a more resilient community.

Table 5: Key Father Engagement Program Partners and Agreed-Upon Roles

Partner(s)	Role(s)
DFS' Domestic and Sexual Violence Services (DSVS) Division – Is a state-accredited sexual and domestic violence provider that offers a comprehensive array of programs and services designed to enhance the safety and well-being of individuals, families, and communities affected by domestic violence, sexual violence, stalking, and human trafficking. DSVS programs and services are available both virtually and in person, at multiple locations throughout the County, and for adults, teens, and children. Residents and employees of Fairfax County are eligible for services along with individuals who experience intimate partner violence and/or sexual violence in the County. Services include: Domestic and Sexual Violence 24/7 Hotline, Lethality Assessment Protocol crisis line, safety planning; crisis intervention, education on available resources and support options, referrals to supportive services; counseling services; hospital &	Referral Source Recruiting Source Program Implementor

Partner(s)	Role(s)
court accompaniment; training and technical assistance on domestic and sexual violence, dating violence, and healthy relationships; and coordinated community response to domestic violence As a program implementor, DSVS will: 1. Ensure staff and volunteers complete the two 16-hour DSVS trainings. DSVS will offer ongoing technical assistance to ensure continued curriculum improvement and effective program delivery. 2. Co-facilitate sessions on co-parenting and working with moms, to help facilitators deepen their understanding and improve content delivery. 3. Provide fathers in the Father Engagement Program with evidence-informed resources on domestic and dating violence, including support for victims, families, children, and individuals who have exhibited harmful behaviors. 4. Provide ongoing technical assistance to CYF throughout the life of the project on responding to disclosures of domestic violence and dating violence and on offering confidential referrals. See section above related to *Domestic (Intimate Partner) Violence Requirement* for more details about the partnership with DSVS.	
DFS Employment and Training – Their mission is to improve economic mobility in Fairfax County by providing workforce development resources and programs throughout the Northern Virginia region. Their primary services include: resume writing, interview preparation, career coaching, basic employment assessments, job lead assistance, access to education and training options, local labor market information and employment assistance. As a program implementor, Employment and Training will: 1. Recruit, train and provide ongoing supervision to the Fatherhood Employment Case Manager who will be embedded within the Father Engagement Program. 2. Provide employment case management to fathers to support them in navigating through workforce services and resources. 3. Refer fathers to the various services they provide to foster economic stability and employment. See section above related to *Fatherhood Employment Case Management* for more details about the partnership with Employment and Training to provide employment-based case management to fathers.	Referral Source Recruiting Source Program Implementor
Virginia Department of Social Services, Division of Child Support Enforcement (VDSS DCSE) – This agency is dedicated to supporting the well-being of children by ensuring they receive the appropriate financial support they are due.	Referral Source Recruiting Source
Financial Empowerment Center at South County (FEC) – This organization offers free, one-on-one financial counseling and coaching to help individuals and families build financial stability. They provide a range of services including budgeting, debt management, credit building, and access to safe banking. The FEC is a family-friendly space and aims to help individuals achieve long-term financial well-being. As a program implementor, FEC will provide free financial education, financial coaching, credit counseling, career services assistance, and more to help fathers achieve greater financial security and independence.	Referral Source Recruiting Source Program Implementor
Other CYF Programs – CYF implements programs designed to protect children from harm, prevent child abuse and neglect, support families and help them remain together safely for the long-term emotional and physical health of the children. These include Child Protective Services, Foster Care and Child Abuse & Neglect Prevention Services.	Referral Source Recruiting Source

Partner(s)	Role(s)
Community and Fathers – Partnership with fathers and the community is critical to foster trust, collaboration, and shared accountability, empowering fathers to thrive while creating a supportive network to strengthen families and promote positive outcomes.	Recruiting Source

The Father Engagement Program will continue to engage the community to identify and strengthen other partnerships with non-profit organizations, government agencies, and others to further promote or sustain marriage, promote responsible parenting, and foster economic stability.

Project Performance Plan

Performance Measurement Data Collection Plan

The Father Engagement Program will:

- Collect baseline and post-program participant data to measure progress across key metrics, including participant enrollment, retention, attendance, parenting knowledge, financial stability, and family engagement. Data will be gathered from the fathers' input of information into the pre and post Protective Factors Survey as well as the Father Engagement Program's attendance form spreadsheets.
- Monitor data in real-time to identify trends, challenges, and opportunities for improving service delivery.

Commitment to Using nFORM Management Information System (MIS)

The Father Engagement Program explicitly affirms our agreement to use the nFORM Management Information System (MIS) to collect, store, monitor, and report required performance measures.

Preparation for Data Collection

To ensure the successful collection of performance measurement data:

1. Technology and Infrastructure:
    - Purchase tablets for staff and participant use.
    - Secure IT maintenance and support plans to ensure seamless operation.

2. Roles Overview:
    - Program Director – Oversee performance measurement efforts and CQI integration.
    - Data Manager – Ensure data accuracy, oversee staff training, and generate performance progress reports.
    - Case Managers & Father Engagement Program Facilitators – Collect and input participant data in real-time and administer program feedback surveys.
    - Father Engagement Program Supervisor – Provide guidance on data collection for class facilitation.

Data Collection and Management Plan

To ensure data is collected and managed effectively for timely and accurate reporting:

1. Processes Ensuring Data Quality:
    - Standardized data collection protocols in adherence with Fairfax County and Virginia protocols will be used for consistency and team members will be trained.
    - The Project Director and the Data Manager will conduct routine audits to identify and resolve inconsistencies or errors.

2. Accuracy and Timeliness:
    - Data will be entered into nFORM and other internal data tools at the point of collection (or as soon as possible).
    - The Project Director, Father Engagement Supervisor and the Data Manager will meet regularly to monitor progress on data entry and address any technical or operational challenges and provide feedback as needed.

3. Privacy and Data Protection:
    - Data will be securely stored on password-protected devices or systems with role-based access controls limiting access to authorized staff only.
    - Staff will adhere to Federal, Virginia and County guidelines for protecting Personally Identifiable Information (PII) and ensuring participant privacy.
    - Participants will provide informed consent prior to data collection, and only aggregated, de-identified data will be shared externally, unless otherwise required.

Use of Performance Measures and Reports

1. Using Data to Monitor and Improve Program Services:
    - Regular performance reviews will involve managers and CYF leaders analyzing data to evaluate participant outcomes and identify potential barriers to success.
    - Data insights will inform Continuous Quality Improvement (CQI) activities.
    - Data will guide discussions among program staff and stakeholders, fostering a culture of learning and continuous improvement.

2. Timeline for Data Review and Application:
    - **Ongoing:** All team members will collect and input participant data into relevant data platforms. FF – FORGE leadership will conduct ongoing data reviews to ensure accuracy and completeness.
    - **Monthly:** Program leadership will participate in meetings to discuss results and implement necessary adjustments to program services.
    - **Quarterly:** The Data Manager will prepare summary data reports for team review.

Continuous Quality Improvement (CQI)

Developing and Executing the Continuous Quality Improvement Plan

Establishing CQI Framework – A Plan-Do-Study-Act (PDSA) cycle will be adopted as the CQI framework foundation. This methodology will allow for iterative testing, evaluation, and refinement of program processes and activities. Key components of this framework will include:

1. **Planning:** Utilizing the objectives for program performance.
2. **Doing:** Implementing strategic activities, such as outreach campaigns and one-on-one coaching with fathers.
3. **Studying:** Regularly reviewing performance metrics, participant feedback, and staff input to understand what is working and what needs improvement.
4. **Acting:** Use the collected data to make evidence-based adjustments to program practices and policies.

Forming a CQI Team – A multidisciplinary CQI team will be created and made up of CYF leadership, data analysts, frontline staff, fathers (Father Engagement Program alumni), and

community partners. This team will oversee the CQI process, ensuring operational accountability and consistent input from various perspectives.

Developing Baseline Metrics & Target Goals – Realistic, measurable goals will be set and baseline data collected on relevant performance indicators to evaluate progress over time.

Collecting & Analyzing Data – Data collection protocol will be created and embedded into daily program operations. Data analysis will identify trends, gaps, and areas requiring intervention.

Embedding Continuous Feedback Loops – Feedback loops will be established to capture input from participants, staff, and internal and external partners.

Reporting and Communication – Progress reports will be shared highlighting metrics, analysis, and tested improvements with all FF – FORGE stakeholders quarterly. Program updates will allow for shared ownership and provide transparency in CQI efforts.

Commitment to Data-Driven Approaches and a Culture of Learning and Improvement
DFS is committed to using data as the driving force behind decision-making, program enhancements, and accountability as demonstrated in its values of innovation and accountability.

Approach: Promoting or Sustaining Marriage
Promoting and sustaining healthy marriages is a cornerstone of family stability and long-term well-being for children. Research consistently shows that children thrive—emotionally, academically, and socially—when raised in stable family environments supported by strong marital relationships.[13] Healthy marriages foster collaborative co-parenting, improve family functioning, and create a foundation of security that benefits all family members. At the same time, the economic and social support inherent in stable marriages aligns with broader objectives such as reducing poverty and strengthening families. By equipping couples with tools to navigate challenges and build resilient relationships, marriage-focused initiatives contribute not only to individual family stability but also to healthier, more prosperous communities.

The **FORGE Fatherhood Grant** is built on the belief that empowering fathers to establish and sustain healthy marriages is critical to breaking cycles of instability. The program emphasizes evidence-informed progression through key life milestones, helping fathers achieve personal and relationship success while positioning them as leaders within their families and communities.

The grant underscores the essential role of marriage and healthy relationships in fostering long-lasting family stability. Fathers are encouraged to prioritize building healthy, loving, and supportive relationships, with marriage serving as a critical step toward achieving long-term success for both the family unit and its individual members. The program emphasizes an intentional life sequence that prepares fathers to take on the responsibilities of parenthood.

[13] Brown, Susan L. Marriage and Child Well-Being: Research and Policy Perspectives. 2011 May 10. https://pmc.ncbi.nlm.nih.gov/articles/PMC3091824/

1. **Education and Career Readiness:** Through economic focused case management, fathers are supported in completing their education or vocational training to attain economic stability and career preparedness.
2. **Healthy Relationships and Marriage:** Fathers are equipped with relationship tools and strategies to form healthy marital and other partnerships. This fosters emotional preparedness and relational stability, creating nurturing environments for families.

By promoting the critical interplay between education, marriage, and parenthood, the program helps fathers establish the stability necessary to avoid the pitfalls of poverty, reduce relationship breakdown, and create positive family environments. These efforts strengthen individual fathers and families while reinforcing the social fabric of their communities.

The 24:7 Dad® parenting curriculum will provide fathers with skills-based activities to address:

- Communication skills, including expression, discussion, and negotiation skills.
- Conflict resolution, anger management, and problem-solving skills.
- Promotion of the benefits of marriage and two-parent involvement.
- Education, counseling, or mentoring on family finances, including household management, budgeting, banking, and handling financial transactions and home maintenance.

See the following sections for additional details about the 24:7 Dad® parenting curriculum for more information about the Father Engagement Program's approach to promote healthy relationships and marriages: Father Engagement Program 's Dad's Parenting Groups & the 24:7 Dad®, Dad's Parenting Group Structure, and Training on 24:7 Dad® Parenting Curriculum.

Approach: Fostering Economic Stability

The Father Engagement Program is deeply committed to supporting fathers in fostering economic stability as a crucial foundation for strengthening families and empowering communities. Recognizing that economic challenges often serve as significant barriers to active and engaged fatherhood, the program provides targeted interventions to help fathers achieve financial independence and long-term stability.

Through partnership with the Financial Empowerment Center at South County (FEC) and DFS' Employment and Training services, the Father Engagement Program will be able to seamlessly connect fathers to a myriad of services and resources to strengthen their economic stability and provide them with employment activities. In collaboration with the Fatherhood Employment Case Manager, the two partners will provide fathers with workforce development training, job placement assistance, and financial literacy workshops.

See the following sections for additional details about the activities and services that will be offered to fathers to foster their economic stability: Enrollment, Fatherhood Employment Case Management, and Partnerships.

Project Timeline & Milestones

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Task: Personnel											
Hire new team members											
		Onboard & train new team members									
Ongoing supervision, coaching & training for all team members											
Recruit volunteers to support facilitating Dad's Parenting Groups											
Task: Partnerships											
Finalize MOUs											
Engage new partners and sustain existing relationships by having regular meetings with existing partners to strengthen relationships											
Task: Marketing & Outreach											
Create & purchase new marketing material											
	Develop & implement marketing strategies										
	Engage existing partners, strengthen community presence, & engage new partners & fathers										
					Use CQI tools to measure success of marketing strategies						
Task: Intake & Enroll Fathers											
Train existing and new staff to utilize Protective Factors Survey and use information to create individualized service plan & refer fathers to appropriate resources & services											
	Existing and new staff will inform fathers that Dad's Parenting Groups are voluntary; enroll fathers; assess fathers using Protective Factors Survey; create individualized service plan to inform case management; use individualized service plan to inform Dad's Parenting Groups										
	Assign fathers to Dad's Parenting Group based on their preference (i.e. virtual vs. in-person)										
Task: Employment-Based Case Management											
		Fatherhood Employment Case Manager assesses fathers' employment needs and provides case management to fathers									
Task: Dad's Parenting Groups (DPG)											
Sub Task: 24:7 Dad® Parenting Curriculum											
DSVS Review 24:7 Dad® parenting curriculum											
		Train new staff to utilize 24:7 Dad® parenting									
		Train new volunteers to utilize 24:7 Dad® parenting curriculum									
		DSVS train staff & volunteers to respond to disclosures									
Sub Task: Facilitate Dad's Parenting Groups											
			Facilitators use individualized service plans to tailor strategies to emphasize the 24:7 Dad® parenting curriculum's focus on healthy relationships, promoting responsible parenting, & fostering economic stability								

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
			Provide ongoing coaching to fathers in between Dad's Parenting Classes								
Sub Task: Data for Dad's Parenting Groups											
	Enroll 30 fathers in Q2 DPG										
			Facilitate 2 Q2 DPG								
			Minimum of 12 fathers complete 90% of Q2 DPG								
				Enroll 30 fathers in Q3 DPG							
						Facilitate 2 Q3 DPG					
						Minimum of 12 fathers complete 90% of Q3 DPG					
							Enroll 45 fathers in Q4 DPG				
									Facilitate 3 Q4 DPG		
									Minimum of 18 fathers complete 90% of Q4 DPG		
Task: Data Management & Continuous Quality Improvement (CQI)											
Sub Task: CQI											
	Train team on all required data collection tools (including nFORM)										
		Create CQI team & develop CQI protocol									
Sub Task: Data Collection & Reporting											
			Collect, report and monitor data								
Task: Father Engagement Program Management & Oversight											
DFS & CYF Leadership team participate in ongoing meetings and review data to ensure successful operations, monitor progress toward program goals, and ensure compliance with grant requirements.											

Organizational Capacity

The Department of Family Services (DFS) envisions a community where everyone lives their success story and thrives. DFS strengthens the well-being of Fairfax County's diverse community by protecting and improving the lives of all children, adults, and families through assistance, partnership, advocacy, outreach, and quality services. DFS offers a wide range of programs and services to support children, families, older adults, and individuals with disabilities. These services focus on promoting safety, well-being, and economic security, including child protection, adult and aging services, self-sufficiency programs, domestic and sexual violence services, and childcare support. DFS also emphasizes community partnerships and evidence-based practices to ensure effective service delivery. Attachment A provides the DFS organizational structure.

Key areas of service include:

Child Protection and Family Support – DFS' Children, Youth and Families Division (CYF) works to prevent child abuse and neglect, provide foster care and adoption services, and offer support to families in need. This includes programs such as the Healthy Families Fairfax home visitation program and the Neighborhood Networks school-based family support program. The Father Engagement Program is embedded in the CYF Division.

Self-Sufficiency Programs – DFS' Public Assistance and Employment Services Division (PAES) assists individuals and families in achieving economic independence through employment training, financial assistance, and access to affordable childcare.

Domestic and Sexual Violence Services – DFS' Domestic and Sexual Violence Services (DSVS) offers support and resources for victims and perpetrators of domestic and sexual violence, including crisis intervention, counseling, and safety planning.

Adult and Aging Services – DFS' Adult and Aging Division provides support and resources for older adults and individuals with disabilities, including access to services such as adult day care, in-home care, and support for kinship caregivers.

Community Partnerships – DFS collaborates with various community organizations, schools, and other agencies to enhance service delivery and reach a wider range of residents.

Capacity to Deliver Services at Selected Scope

Department of Family Services (DFS)

Virginia has a state-supervised and locally administered social services system. As a result, much of DFS' work is required by state and federal laws, policies, and regulations (e.g., child welfare, public assistance, and adult protection and supporting services). Demand for DFS' services continues to be driven by the following key factors: an increase in number of people living below the poverty level; the ongoing need for services related to child abuse and domestic violence; and an expanding older adult population.

Children Youth & Families Division (CYF)

CYF includes programs designed to protect children from harm, prevent child abuse and neglect, support families and help them remain together safely for the long-term emotional and physical health of the children. CYF's Child Abuse and Neglect Prevention Services partners with the

community and other county agencies to provide no-cost, community-based prevention and early intervention services to strengthen families, promote healthy family functioning and encourage families to become self-reliant. In addition to the Father Engagement Program, some of the services provided include:

- Parenting Education Program offers free virtual and in-person parenting classes to Fairfax County caregivers. Classes build upon families' strengths and positive values to help parents and children develop healthy, nurturing, and respectful relationships.
- Healthy Families Fairfax is a nationally accredited, home visiting program. serves families with a newborn or a baby on the way who want help to be the best parents possible.

Father Engagement Program

The Father Engagement Program has been supporting fathers since 2008. The program was initially developed to address practitioner bias, lack of training to engage fathers, and minimal father friendly policies, programs and services that created obstacles for fathers to be effectively engaged within the child welfare system. The Program began facilitating Dad's Parenting Groups approximately 12 years ago and started using the 24:7 Dad® parenting curriculum shortly after. It is currently staffed by 1.0 FTE Father Engagement Program Supervisor and 2.0 FTEs Father Engagement Program Facilitators.

Over the years, fathers have shared repeatedly how much these resources have meant for them, their partners and their children, as highlighted by the testimonials below.

> *"Every class is different. The material may be the same, but depending on the dynamics of the group, there are new experiences that we all share with each other." A.S., a former participant and big supporter of Dad's Parenting Groups shared reflections on what makes the groups work so well and how they help dads grow on their parenting journey.*
>
> *As a person in recovery, A.M. faced overwhelming odds to regain custody of his children. He credits the Father Engagement Program with giving him the clear roadmap he needed to follow to put his life back together and maintain a safe, nurturing home for his children when they needed him most.*
>
> *Omega Psi Phi member James Cherry, is a longtime mentor with Dad's Parenting Groups. Cherry said, "I love the level of transparency the fathers display, and I am always proud to see the emotional support they gave each other and their commitment to do the work needed for continuous progression."*

Despite Father Engagement Program's many years of supporting fathers, the program has lingered in its ability to expand and retain fathers and strategically broaden its partnerships to strengthen its support to help fathers sustain healthy relationships and marriages and improve their economic stability. Table 6 outlines the number of fathers served by the Dad's Parenting Groups from FY 23 – 25. This shows the program's capacity and ability to successfully meet the projections outlined in Table **4**: Projection on Number of Participants in Father Engagement Program Yearly.

Table 6: Number of Fathers Served in DPG FY 23 – 25

Fiscal Year	Fathers Served in DPG (at least 2 sessions)	Fathers Graduated in DPG[14]
FY 23	33	23
FY 24	39	25
FY 25	60	37

Project Management and Staffing

Embedding the Father Engagement Program within CYF and DFS ensures access to a strong leadership structure and logistical support critical to its success. With decades of expertise in program implementation, family services, and federal grant management, DFS leadership will align policies, goals, and best practices with the grant's objectives to strengthen families. Additionally, dedicated units for finance, data management, and IT provide specialized support for the program. (See Attachment A for the DFS organizational chart.)

Table 7 details the key positions that will staff the Father Engagement Program and the proposed project management framework, outlining the leadership structure; staff roles, responsibilities, and time commitments; and the qualifications of the key personnel. Attachments B – J provides resumes for positions that are currently filled, and job descriptions for all positions that demonstrate each role has the relevant capacity, experience, and expertise to adequately develop, oversee, manage, and staff this project.

Training Plans & Refresher Trainings

All staff will be trained in their respective roles to ensure that high-quality services are delivered. Staff will participate in an initial training appropriate to their roles, to include topics related to intimate partner violence, effectively implementing the 24:7 Dad® parenting curriculum, engaging fathers, and effective case management techniques. This will be followed by regular refresher training sessions to address trends identified by data and the CQI process, team meetings, peer learning opportunities and ongoing individual and group supervision. For more details about training plans please review the section *Approach: Promoting Responsible Fatherhood Activities: Promoting Responsible Parenting*.

Decision Making Process

The Father Engagement Program will be managed through a collaborative and transparent approach, led by a dedicated Project Director who will oversee day-to-day operations, monitor progress toward program goals, and ensure compliance with grant requirements. The Project Director will meet regularly with the Child Abuse and Neglect Prevention Services (Prevention) Program Manager to provide updates, review data, and determine appropriate next steps as guided by the CQI process. The Prevention Program Manager will escalate issues to CYF and DFS leadership as appropriate. See Figure 2: FORGE Father Engagement Program Organizational Chart for more information about FORGE Father Engagement Program ’s staffing structure.

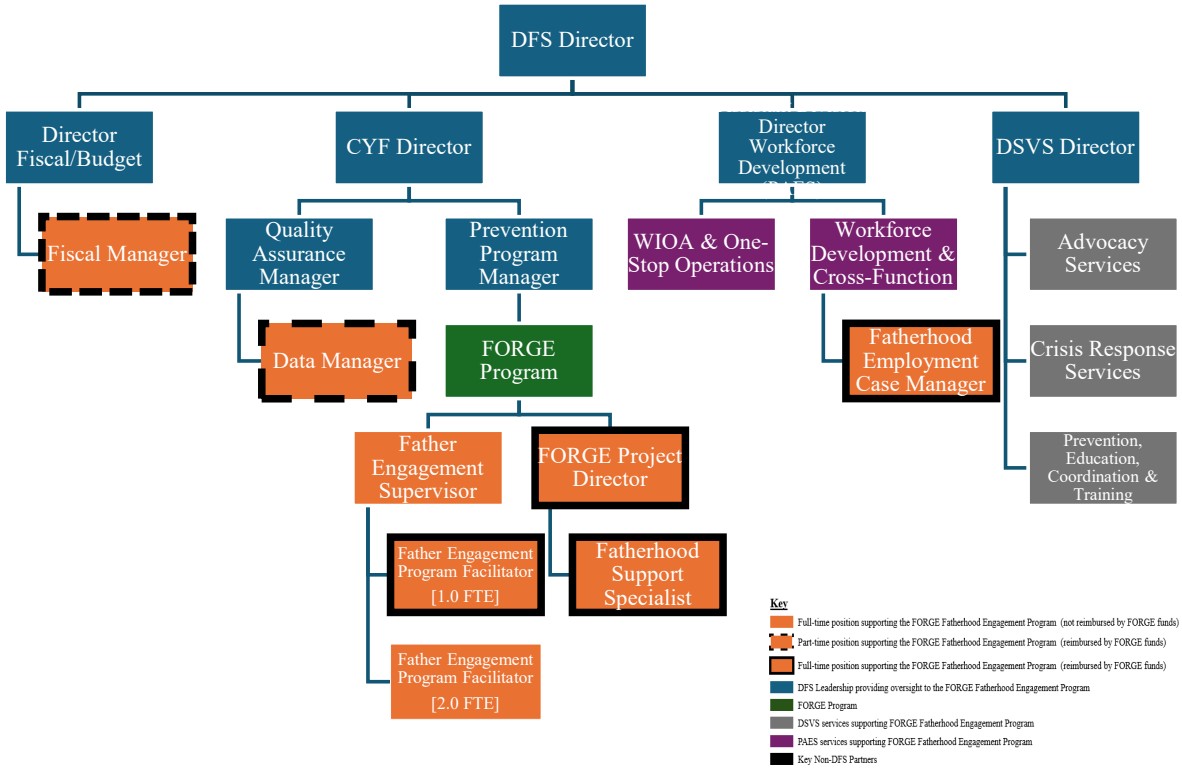
[14] Data only include fathers who graduated in that specific fiscal year

Table 7: Key Positions for Father Engagement Program

Position Title/Role	Summary of Key Roles and Responsibilities	FTE Allocation to Support Father Engagement Program	FTE Supported by FORGE Funds
Project Director	This individual will be the lead person responsible for the day-to-day operation and implementation of the program and will oversee, monitor and manage the project. They will serve as the primary liaison with funding agency representatives and other external stakeholders, develop and manage project timelines, ensuring all milestones and deliverables are met. The Project Director will also supervise and support key staff members to maintain program alignment with objectives.	1.0	1.0
Data Manager	This individual will manage all data collection, analysis and reporting, ensuring compliance with grant regulations for reporting and performance metrics. They will collaborate with the Project Director to prepare performance reports.	0.10	0.10
Financial Officer	This individual is responsible for managing the grant's budget, overseeing all financial activities, and ensuring compliance with federal funding guidelines and reporting requirements. Key responsibilities include preparing and monitoring budgets, processing invoices and expenditures, tracking program spending, and generating timely financial reports for stakeholders. The Financial Officer will collaborate closely with the Project Director to align financial strategies with program goals, ensuring funds are managed efficiently and effectively to support program activities.	0.30	0.30
Father Engagement Program Supervisor	This individual supervises the team facilitating the Dad's Parenting Groups. They will provide guidance to the team to ensure that information from the individualized service plan is appropriately incorporated into the classes and ongoing case management provided to the fathers. They will work with partners particularly in DSVS to ensure the Dad's Parenting Groups appropriately reflect best practice on topics that impact fathers including intimate partner violence and ensure workshops and training sessions are tailored to meet the diverse community. This individual will observe Dad's Parenting Groups to ensure that the 24:7 Dad® curriculum is being implemented to fidelity. The Father Engagement Program Supervisor may also serve as primary facilitator for Dad's Parenting Groups.	1.0	0
Father Engagement Program Facilitators	These individuals will facilitate the Dad's Parenting Groups using the 24:7 Dad® parenting curriculum. In partnership with their supervisor, these individuals ensure that information from the individualized service plan is appropriately incorporated into the classes and ongoing case management provided to the fathers. They will also provide one-on-one coaching to participants, addressing barriers to active fatherhood.	3.0	1.0

Position Title/Role	Summary of Key Roles and Responsibilities	FTE Allocation to Support Father Engagement Program	FTE Supported by FORGE Funds
	This team will also be cross-trained in utilizing the Protective Factors Survey to assess fathers' needs and create the fathers' initial individualized service plans.		
Fatherhood Support Specialist	This individual will build and maintain relationships with community organizations, local government agencies, and other stakeholders. They will coordinate outreach strategies to recruit fathers and families into the program and organize community events to promote awareness around responsible fatherhood. This individual will also serve as the primary point of contact for fathers during the enrollment process. This position ensures a smooth and welcoming intake experience and utilizes the Protective Factors Survey to assess fathers' needs to inform the fathers' individualized service plans. These plans will be utilized to: (1) identify appropriate services and resources to provide fathers; (2) reinforce key themes identified as growth areas during group-based classes; and (3) support all case management. This individual will work collaboratively with the Father Engagement Program Facilitators and Fatherhood Employment Case Manager. The Fatherhood Support Specialist may also provide support to facilitate Dad's Parenting Groups.	1.0	1.0
Fatherhood Employment Case Manager	This individual utilizes the fathers' individualized service plans created by the Fatherhood Support Specialist to determine appropriate next steps to support the fathers in addressing their employment needs. They are embedded within the PAES program and a part of a team that determines eligibility for multiple employment and training programs and then provides ongoing, intensive case management and follow-up services.	1.0	1.0
	TOTALS	**7.4 FTEs**	**4.4 FTEs**

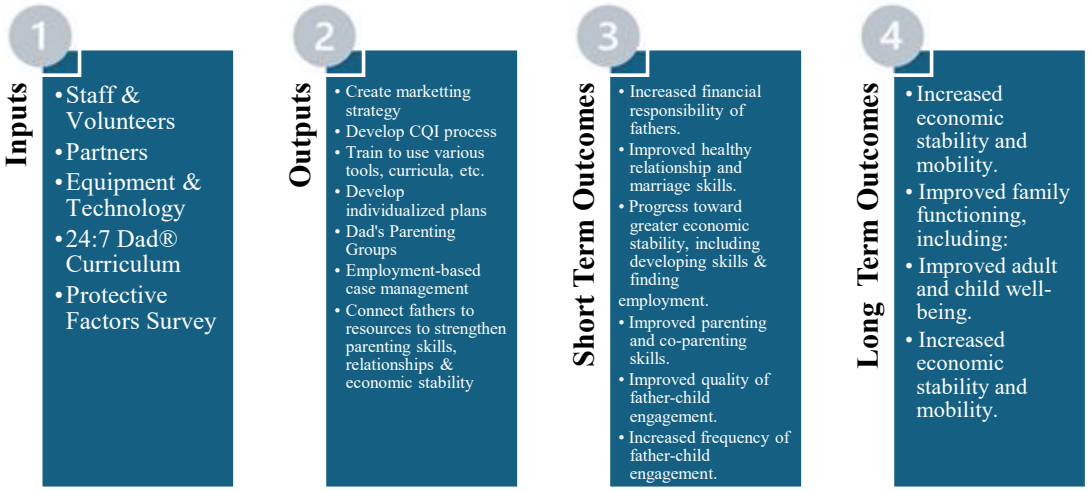
Figure 2: FORGE Father Engagement Program Organizational Chart



Plan For Oversight of Federal Award Funds and Activities

Having the Father Engagement Program embedded in CYF and the larger DFS allows it to access a strong leadership and logistical infrastructure that contributes to the program's success and meets the outlined objectives of fostering responsible fatherhood. The Department of Family Services (DFS) boasts a well-established leadership structure and robust infrastructure to provide comprehensive guidance and oversight for the FORGE Fatherhood Grant. DFS's leadership team brings decades of expertise in program implementation, family services, and federal grant management. This leadership team will ensure that policies, goals, and best practices align with the grant's objectives and the broader mission of strengthening families. DFS also has dedicated units for finance, data management and information technology equipped with skilled professionals who are able to support the Father Engagement Program as needed. Figure 1 provides a detailed DFS organizational chart.

Logic Model



Project Sustainability Plan

The FORGE Fatherhood program is committed to long-term sustainability by using and improving existing community resources, rather than depending solely on outside funding or creating similar efforts. This approach ensures programs are rooted in the community and remain effective. Sustainability for FORGE means consistently providing quality services to fathers and families, building strong community connections, and adapting to changing needs while minimizing economic impact. The sustainability strategy focuses on:

- Building upon existing community assets: Identify and partner with existing organizations, community leaders, and resources that align with the mission of promoting responsible fatherhood. This includes using existing spaces, volunteer networks, and programs to increase reach and impact.
- Fostering strong relationships: Develop deep and lasting relationships with community members, fathers, families, and partner organizations that create a supportive ecosystem for fathers and ensures the program remains relevant to their needs.
- Empowering fathers as community assets: Fathers are invaluable resources within their families and communities. Empowering them to be leaders, mentors, and advocates will strengthen communities and create positive change.
- Diversifying funding streams: Explore various funding opportunities, including grants, and potential income, to ensure financial stability and reduce reliance on any single source.
- Using Volunteers & Donors: Utilizing volunteers to support Dad's Parenting Groups will help mitigate costs and build resources in the community. Community donations will also be used to support classes through activities like meal sponsorship.
- Demonstrating impact through data-driven management: Collect and analyze data to measure program effectiveness and show the positive impact on fathers and families. This data will inform decision-making and attract ongoing support.

Protection of Sensitive or Confidential Information
See section title Project Performance Plan for more details.

Dissemination Plan
Dissemination goals include increasing awareness of program initiatives, sharing evidence-based practices, and encouraging the adoption of successful strategies to strengthen fatherhood and family engagement. Strategies will involve identifying target audiences through stakeholder analysis, tailoring communications to each audience's needs, and utilizing a combination of methods such as presentations, community forums, digital media, and newsletters to share information.

Sufficient staff time will be allocated, with the Project Director leading dissemination efforts, supported by a portion of the budget earmarked for communication materials.

To evaluate dissemination effectiveness, feedback mechanisms, such as stakeholder surveys and engagement metrics (e.g., event attendance or "clicks" on websites), will be used to assess whether materials reached their intended audience and impacted their work or understanding.

The dissemination timeline will align with project milestones, including quarterly progress updates, semiannual reports, and a final dissemination phase to showcase outcomes and lessons learned. This structured approach ensures materials are accessible, relevant, and impactful in advancing shared goals.

Line-Item Budget and Budget Narrative

Line-Item Budget

Personnel & Fringe	**FTE**	**Salary**	**Fringe**
FF-FORGE Project Director - Social Services Specialist Supervisor (S27)	1.00	$ 105,590.16	$ 57,768.38
Father Engagement Program Facilitator - Social Services Specialist II (S23)	1.00	$ 87,299.47	$ 47,761.54
Fatherhood Support Specialist - Social Services Specialist I (S20)	1.00	$ 75,873.41	$ 41,510.34
Father Engagement Program Employment Case Manager - Human Services Worker III (S22)	1.00	$ 83,310.03	$ 45,578.92
Data Manager - Management Analyst II (S24)	0.10	$ 9,462.84	$ 5,177.12
Finance Officer - Financial Specialist III (S27)	0.30	$ 30,457.27	$ 16,663.17
Personnel & Fringe Sub-Total		*$ 391,993.18*	*$ 214,459.47*
Travel			
Travel for 4 people to Washington, DC		$ 500.00	
Travel Sub-Total		*$ 500.00*	
Equipment			
2 Tablets		$ 2,000.00	
Laptops for 4.0 FTE newly created positions		$ 9,600.00	
Cellphones for 4.0 FTE newly created positions		$ 4,399.92	
Equipment Sub-Total		$ 15,999.92	
Supplies			
Educational Materials for fathers participating in the Dad's Parenting Groups		$ 2,000.00	
Supplies Sub-Total		*$ 2,000.00*	
Other			
Marketing and outreach		$ 3,000.00	
Dad's Parenting Group Class Expenses		$ 15,000.00	
Incentives		$ 6,046.43	
Employment and Workforce Development Support		$ 101,000.00	
Other Sub-Total		*$ 125,046.43*	
Total Budget		***$ 749,499.00***	

Budget Narrative

Category	Justification	Description	Amount
Personnel	**FF-FORGE Project Director** - Social Services Specialist Supervisor (S27) [1.0 FTE] **Fatherhood Support Specialist** - Social Services Specialist I (S20) [1.0 FTE] **Father Engagement Program Facilitator** - Social Services Specialist II (S23) [2.0 FTE] **Father Engagement Program Employment Case Manager** - Human Services Worker III (S22) [1.0 FTE] **Data Manager** - Management Analyst II (S24) [0.1 FTE] **Finance Officer** - Financial Specialist III (S27) [0.3 FTE]	FF-FORGE/Father Engagement Team responsible for day-to-day operations of the program. See Table 7: Key Positions for Father Engagement Program for more details about these positions.	$391,993.18
Fringe	Fringe expenses for positions listed above.		$214,459.47
Travel	Travel for 4 people	Travel for all staff required to attend the entrance conference in Washington, DC, and annual OFA-led HMRF recipient meetings.	$500.00
Equipment	2 Tablets	Purchase of computers or tablets, headphones, and maintenance for online survey	$2,000.00
	Laptops for 4.0 FTE newly created positions	Team members will require laptops for various components of their roles, including, but not limited to: data entry, participation in virtual meetings and classes, communication with team members, research, etc.	$9,600.00
	Cellphones for 4.0 FTE newly created positions	Team members will require cellphones to communicate with other team members and fathers and to help ensure safety when they are facilitating in-person meetings and conducting outreach.	$4,399.92
Supplies	Educational Materials	Fathers who participate in the Dad's Parenting Groups receive a 24:7 Dad® parenting handbook to support their understanding of the material and to encourage practicing the skills they learned in class with their children and partners.	$2,000.00
Other	Marketing and outreach	Marketing and outreach efforts will support father engagement strategies.	$3,000.00
	Dad's Parenting Group Class Expenses	When classes are offered in person, participants are provided complimentary dinner, childcare and transportation, if needed. Classes are taught by Father Education Program facilitators who are supported by volunteers.	$15,000.00
	Incentives	Incentives will be used to help with engagement and retention strategies for	$6,046.43

Category	Justification	Description	Amount
		fathers. These may include, but not be limited to: gift cards, mobile barber to visit classes, items for their children.	
	Employment and Workforce Development Support	Fathers connected to workforce development will be provided support with the following: Occupational Training, Work-Based Learning: Stipends; Supports with Clothing, Transportation, Work-Related Tools, Books, Exam Fee, Uniform for Work, Childcare, etc.	$101,000.00
		Total	**$749,999.00**

Budgeting for Performance Data Operations
See Line-Item Budget and Budget Narrative.

Budgeting for Local Evaluation Development in Year 1
The Father Engagement Program will not conduct local evaluation.

Staffing Levels for Key Project Positions
See section entitled *Project Management and Staffing* for more details.

Proprietary or Personally Identifiable Information
Resumes of current team members may contain proprietary or personally identifiable information.

Board Agenda Item
August 26, 2025

ACTION – 1

Approval of the FY 2026 and FY 2027 Community Services Performance Contract Between the Fairfax-Falls Church Community Services Board and the Virginia Department of Behavioral Health and Developmental Services and to Accept FY 2026 Funding

ISSUE:
Board of Supervisors approval of the FY 2026 and FY 2027 Community Services Performance Contract between the Fairfax-Falls Church Community Services Board (CSB) and the Virginia Department of Behavioral Health and Developmental Services (DBHDS) and to accept associated FY 2026 funding (both awards included in Exhibit A and future funds awarded in Exhibit Ds). Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the agreement and any supplemental agreements, including but not limited to Exhibit Ds, on behalf of the County.

RECOMMENDATION:
The County Executive recommends that the Board approve the FY 2026 and FY 2027 Community Services Performance Contract between the CSB and DBHDS and accept FY 2026 funding. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or designee appointed by the County Executive to enter into the agreement and any supplemental agreements, including but not limited to Exhibit Ds, on behalf of the County.

TIMING:
Board action is requested on August 26, 2025.

BACKGROUND:
The Community Services Performance Contract delineates the responsibilities between the Virginia Department of Behavioral Health and Developmental Services and the community services boards and behavioral health authority for the purpose of providing local public mental health, developmental and substance abuse services. It specifies the conditions to be met for a community services board to receive State-controlled funds, identifies the groups of consumers to be served with State-controlled funds and includes requirements to ensure accountability to the State.

As specified in the *Code of Virginia*, the community services board must make its proposed performance contract available for public review and comment prior to approving and submitting the biennial contract. The proposed FY 2026 and FY 2027 Community Services Performance Contract was available for 30 days for public review and comment. Notices of the comment period were posted at various public facilities, sent electronically through numerous distribution lists and posted on the CSB's web page. Comments were received until July 11, 2025.

After the public comment period, the Executive Committee of the CSB Board approved the FY 2026 and FY 2027 Community Services Performance Contract, and the contract has been presented to the Cities of Fairfax and Falls Church for review and approval.

The FY 2026 and FY 2027 Community Services Performance Contract details funding in Exhibit A of the contract with budget appropriated in the County's financial system in both Fund 40040, Fairfax-Falls Church Community Services Board, and Fund 50000, Federal-State Grant Fund, depending on the funding mechanism (e.g., grant funding, reimbursement for services, formula-based allocation). However, in addition to the funding outlined in Exhibit A, throughout the year, DBHDS may award funding for specific programs and services through Exhibit Ds. This funding has not yet been accounted for in the County's financial system; therefore, the budget will be appropriated at a quarterly review.

In FY 2026, the contract allocates a total of $85,354,191 to the CSB which includes $56,270,034 in State funds, $23,614,012 in fees which primarily include Medicaid, and $5,470,145 in federal funds. This is an increase of $5,347,574 or 6.68% percent from the FY 2025 contract, largely attributed to the estimated revenues from State funds.

EQUITY IMPACT:
The FY 2026 and 2027 Community Performance contract is mandated in the *Code of Virginia*. The terms of the contract allow the Fairfax-Falls Church CSB to receive both state and federal pass-through funds that will help vulnerable citizens of Fairfax County. There is no negative equity impact anticipated as a result of this action item. The services that will be provided as a result of this contract have a high potential of advancing equity in the county.

FISCAL IMPACT:
Funding was appropriated in Fund 40040, Fairfax-Falls Church Community Services Board or held in reserve for anticipated grant funding in Fund 50000, Federal-State Grant Fund as part of the FY 2026 Adopted budget. Reconciliation and any

required adjustments, including appropriation of supplemental funding through Exhibit Ds, will be included at a quarterly review. There is no impact on the General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: FY 2026 and FY 2027 Community Services Performance Contract

STAFF:
Christopher Leonard, Deputy County Executive
Daryl Washington, Executive Director, Fairfax-Falls Church Community Services Board

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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
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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

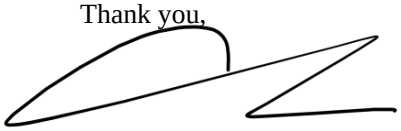
1.13 Addendum III - Sunset Core Services Taxonomy – the contents will sunset except for Regional Program Operating Principles, that was moved to Appendix F of Addendum I-Administrative Requirements and Processes and Procedures of the performance contract. We will keep a placeholder for future repurpose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

AMENDMENT 3

AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Fairfax-Falls Church Community Services Board
Contract No. P1636.762.3

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AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
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AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Fairfax-Falls Church Community Services Board
Contract No. P1636.762.3

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

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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.

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

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*

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.

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.

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

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

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

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.

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

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.

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

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

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.

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

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.

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

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

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

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

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT AND SUPPLEMENTAL DOCUMENTS
Fairfax-Falls Church Community Services Board
Contract No. P1636.762.3

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: _____

Fairfax-Falls Church Community Services Board

By: _____

Name: **Andrew Scalise**

Title: Chairperson

Date: _____

By: _____

Name: **Daryl Washington**

Title: Executive Director

Date: _____

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
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Contract No. P1636.762.3

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
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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

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Dear Community Services Board,

Please find the following Exhibits enclosed for your review (excluding Exhibits D; these will be sent separately through DocuSign):

.02. P1636.3 - Exhibit A AMD3 -FY26-27 PC Resources and Services EX_TEMPLATE

.03. P1636.3 - Exhibit B AMD3 FY26-27 CQI FINAL

.03.1. P1636.3-Exhibit B Attachment 1 - BH Quality and Data Committees and Workgroup and Processes

.04. P1636.3 - Exhibit C AMD3-26-27 PC PHI Data Sharing and Use Agreement

.06. P1636.3 - Exhibit E AMD3 - FY26-27 PC Schedule and Process

.07. P1636.3 -Exhibit F AMD3 - FY26-27 Federal Grant Requirements

.07.1. P1636.3 - Exhibit F _B AMD3 FY26-27 Single Audit Exemption Form FINAL

.08. P1636.3 - Exhibit G AMD3 -FY26-27 CSB Master Programs Services Reqs

.09. P1636.3- Exhibit H - AMD3- FY26-27 LIPOS FINAL

.10. P1636.3 - Exhibit I -AMD3 FY26-27 INTENTIONALLY LEFT BLANK FOR FUTURE USE

.11. P1636.3-Exhibit-J-AMD3 FY26-27 PRESCREENER-QUALIFICATIONS

12.0. P1636.3- Exhibit K AMD3 FY26-27 Collaborative State Hospital Discharge Protocols

12.1 P1636.3-Exhibit K.1. AMD3-FY26-27 Appx. A OUT OF CATCHMENT NOTIFICATION TEMPLATE-FINAL

12.2 P1636.3 -Exhibit K.2. AMD3 FY26-27 Appx. B Patient Choice Memo

12.3 P1636.3 - Exhibit K.3. AMD3 - FY26-27 Appx. C DAP SECURE MEMORY CARE JUSTIFICATION FINALTEMPLATE

12.4. P1636.3 - Exhibit K.4. AMD3– FY26-27 Appx. D- Admission Notifications

12.5. P1636.3 - Exhibit K.5. AMD3 FY26-27 Appx. E Dispute Process

12.6. P1636.3 - Exhibit K.6.AMD3 FY26-27 Appx. F Clinically Ready for Discharge Psycho Legal Considerations

12.7. P1636.3 - Exhibit K.7. AMD3 FY26-27 Appx. G Discharge Medication Protocol

12.8. P1636.3 - Exhibit K.8. AMD3 FY26-27 Appx. H Discharge Pilots-30dayLOS1

13. P1636.3 - Exhibit M AMD3 -FY26-27 DOJ Settlement Agreement Requirements

14. P1636.3 - Addendum I- AMD3 FY26-FY27 Administrative Requirements P and P

15. P1636.3 - Addendum II NOCHANGES - FY26-27 Partnership Agreement

16. P1636.3 - Addendum III - INTENTIONALLY LEFT BLANK FOR FUTURE USE

TMACT Memo

As always, thank you for your continued cooperation with DBHDS!

Sincerely,

Chaye Neal – Jones

Director, Office of Enterprise Management Services (OEMS)

Virginia Department Behavioral Health & Developmental Services

FY 2026 Performance Contract Financial Summary

Fairfax-Falls Church Community Services Board

Mental Health Services

	FY 2026 Beginning Balance	FY 2026 Revenues	FY 2026 Transfers In/Out	FY 2026 Expenditures	Refunds	Ending Balance
Fund Type						
State Funds	$27,826,315.96	$38,988,721.80	-$12,752,185.00	$37,256,526.50	$0.00	$16,806,326.26
Local Matching Funds	$0.00	$86,474,212.00	$0.00	$86,474,212.00	$0.00	$0.00
Fees	$0.00	$10,473,919.00	$0.00	$10,473,919.00	$0.00	$0.00
Federal Funds	$0.00	$2,146,530.00	$0.00	$2,146,530.00	$0.00	$0.00
Other Funds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Funds	**$27,826,315.96**	**$138,083,382.80**	**-$12,752,185.00**	**$136,351,187.50**	**$0.00**	**$16,806,326.26**

Developmental Services

	FY 2026 Beginning Balance	FY 2026 Revenues	FY 2026 Transfers In/Out	FY 2026 Expenditures	Refunds	Ending Balance
Fund Type						
State Funds	$5,237,890.00	$10,166,119.00	$0.00	$11,606,355.00	$0.00	$3,797,654.00
Local Matching Funds	$0.00	$65,795,596.00	$0.00	$65,795,596.00	$0.00	$0.00
Fees	$0.00	$11,212,404.00	$0.00	$11,212,404.00	$0.00	$0.00
Federal Funds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Funds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Funds	**$5,237,890.00**	**$87,174,119.00**	**$0.00**	**$88,614,355.00**	**$0.00**	**$3,797,654.00**

Substance Use Disorder Services

	FY 2026 Beginning Balance	FY 2026 Revenues	FY 2026 Transfers In/Out	FY 2026 Expenditures	Refunds	Ending Balance
Fund Type						
State Funds	$1,056,272.86	$9,115,193.23	-$87,400.00	$9,027,793.23	$0.00	$1,056,272.86
Local Matching Funds	$0.00	$35,717,609.00	$0.00	$35,717,609.00	$0.00	$0.00
Fees	$0.00	$1,927,689.00	$0.00	$1,927,689.00	$0.00	$0.00
Federal Funds	$0.00	$3,323,614.80	$0.00	$3,323,614.80	$0.00	$0.00
Other Funds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Funds	**$1,056,272.86**	**$50,084,106.03**	**-$87,400.00**	**$49,996,706.03**	**$0.00**	**$1,056,272.86**

Local Match Calculation

Total State Funds	$45,430,449.03
Compensation Increase Adjustment Regional Funding Paid to Non-CSB or Paid On Behalf of the Region	-$4,990,522.00
Total Local Funds	$187,987,417.00
Total Adjusted State and Local Funds	$228,427,344.03
Local Match Percentage	**82.30%**

Comments: MH Acute care $4,003,562 per Region 2 worksheet

Exhibit A: Mental Health Services

Funding Source	FY 2026 Beginning Balance	FY 2026 Revenues	FY 2026 Transfers In/Out	FY 2026 Expenditures	Refunds	Ending Balance	Comments
Fees							
MH Dual Eligible Special Needs Plans Fees						$0.00	
MH Medicaid Fees		$8,901,179.00		$8,901,179.00		$0.00	
MH Medicare Fees		$232,530.00		$232,530.00		$0.00	
MH Fees: Other		$1,340,210.00		$1,340,210.00		$0.00	
Total Fees	**$0.00**	**$10,473,919.00**	**$0.00**	**$10,473,919.00**	**$0.00**	**$0.00**	
Federal Funds							
MH FBG Funds							
MH FBG Crisis Services (93.958)	$0.00	$160,000.00		$160,000.00		$0.00	
MH FBG Geriatrics (93.958)						$0.00	
MH FBG Peer Services (93.958)						$0.00	
MH FBG SED Child & Adolescent (93.958)	$0.00	$268,084.00		$268,084.00		$0.00	
MH FBG SMI (93.958)	$0.00	$1,115,793.00		$1,115,793.00		$0.00	
MH FBG Young Adult SMI (93.958)	$0.00	$435,314.00		$435,314.00		$0.00	
MH FBG ARPA Funds							
MH FBG Crisis Services ARPA (93.958)						$0.00	
MH FBG Geriatrics ARPA (93.958)						$0.00	
MH FBG Peer Services ARPA (93.958)						$0.00	
MH FBG SED Child & Adolescent ARPA (93.958)						$0.00	
MH FBG SMI ARPA (93.958)						$0.00	
MH FBG Young Adult SMI ARPA (93.958)						$0.00	
Total MH FBG Funds	$0.00	$1,979,191.00	$0.00	$1,979,191.00	$0.00	$0.00	
Other MH Federal Funds							
MH Federal 988 State and Territorial Cooperative Agreements (93.243)						$0.00	
MH Federal PATH (93.150)		$167,339.00		$167,339.00		$0.00	
MH Federal State & Local Fiscal Recovery Fund (21.027)						$0.00	
MH Other Federal - DBHDS						$0.00	
MH Other Federal - COVID Support						$0.00	
MH Other Federal - CSB						$0.00	
Total Other Federal Funds	$0.00	$167,339.00	$0.00	$167,339.00	$0.00	$0.00	
Total Federal Funds	**$0.00**	**$2,146,530.00**	**$0.00**	**$2,146,530.00**	**$0.00**	**$0.00**	
State Funds							
Regional Funds - Restricted							
MH Acute Care		$4,003,562.00	-$2,018,889.00	$1,984,673.00		$0.00	
MH CIT - Assessment Sites						$0.00	
MH Crisis Response & Child Psychiatry						$0.00	
MH Crisis Stabilization	$420,754.00	$847,953.00	-$169,609.00	$678,344.00		$420,754.00	
MH DAP	$3,154,435.00	$6,281,338.00	-$1,337,397.00	$4,897,203.00		$3,201,173.00	
MH Expanded Community Capacity						$0.00	
MH First Aid		$62,500.00	-$47,500.00	$15,000.00		$0.00	
MH Forensic Discharge Planning						$0.00	
MH LIPOS						$0.00	
MH Permanent Supportive Housing						$0.00	
MH-STEP VA Clinician's Crisis Dispatch	$1,744,916.00	$2,798,744.30		$3,709,772.00		$833,888.30	
MH STEP-VA Crisis	$7,339,112.00	$6,253,878.00	-$9,080,740.00	$6,907,223.00		-$2,394,973.00	
MH STEP-VA Marcus Alert		$600,000.00		$600,000.00		$0.00	
MH STEP-VA Outpatient	$467,102.00	$308,000.00		$556,976.00		$218,126.00	
MH STEP-VA Peer Support	$70,000.00	$100,000.00		$115,000.00		$55,000.00	
MH STEP-VA Regional Management	$158,182.00	$209,300.00		$223,013.00		$144,469.00	

MH STEP-VA Veterans Services	$223,400.00	$174,600.00		$176,466.00		$221,534.00
MH Suicide Prevention	$226,896.00	$70,500.00	-$80,000.00	$39,025.00		$178,371.00
MH Transfers from DBHDS Facilities						$0.00
Total Regional Funds - Restricted	$13,804,797.00	$21,710,375.30	-$12,734,135.00	$19,902,695.00	$0.00	$2,878,342.30
Regional Funds - Unrestricted						
MH Other Merged Regional Funds	$3,534,839.00	$777,525.00		$850,563.00		$3,461,801.00
MH Recovery	$134,502.00	$75,000.00		$95,496.00		$114,006.00
MH State Regional Deaf Services	$21,717.00	$23,750.00	-$18,050.00	$5,701.00		$21,716.00
Total Regional Funds - Unrestricted	$3,691,058.00	$876,275.00	-$18,050.00	$951,760.00	$0.00	$3,597,523.00
Non-Regional Funds - Restricted						
MH Adult Outpatient Competency Restoration Services						$0.00
MH Adult Restoration SSA						$0.00
MH Adult DAP						$0.00
MH Child & Adolescent Services Initiative	$73,831.50	$515,529.00		$515,529.00		$73,831.50
MH Children's Outpatient Services		$75,000.00		$75,000.00		$0.00
MH CIT - Assessment Sites						$0.00
MH Comprehensive Crisis System						$0.00
MH Crisis Stabilization						$0.00
MH CSB Workforce						$0.00
MH DAP Pilots						$0.00
MH Dementia						$0.00
MH Docket Pilot JMHCP Match	$64,987.40	$125,207.00		$125,207.00		$64,987.40
MH Expand Telepsychiatry Capacity	$19,494.00	$3,249.00		$3,249.00		$19,494.00
MH Forensic Discharge Planning	$175,671.00	$8,279.00		$8,279.00		$175,671.00
MH Geriatric Specialists						$0.00
MH Gero-Psychiatric Services						$0.00
MH Jail Diversion Services		$321,050.00		$321,050.00		$0.00
MH Juvenile Detention	$256,726.78	$111,724.00		$111,724.00		$256,726.78
MH Law Reform		$530,387.00		$530,387.00		$0.00
MH PACT		$893,367.00		$893,367.00		$0.00
MH PACT - Forensic Enhancement						$0.00
MH Peer Services	$1,416,537.50	$1,350,801.50		$1,350,801.50		$1,416,537.50
MH Permanent Supportive Housing	$2,597,878.38	$1,135,552.00		$1,135,552.00		$2,597,878.38
MH Problem Gambling						$0.00
MH Rural Jail Diversion						$0.00
MH Supervised Residential Care						$0.00
MH-STEP VA Ancillary Services	$270,000.00	$270,000.00		$270,000.00		$270,000.00
MH-STEP VA Care Coordination Services	$337,866.63	$284,201.00		$284,201.00		$337,866.63
MH-STEP VA Case Management Services	$115,301.05	$91,300.00		$91,300.00		$115,301.05
MH-STEP VA Data Systems and Clinicians Processes	$348,491.93	$648,750.00		$648,750.00		$348,491.93
MH STEP-VA Outpatient	$1,338,918.78	$915,870.00		$915,870.00		$1,338,918.78
MH STEP-VA Peer Support	$383,724.69	$221,185.00		$221,185.00		$383,724.69
MH STEP-VA Primary Care Screening	$444,772.08	$450,177.00		$450,177.00		$444,772.08
MH-STEP VA Psychiatric Rehabilitation Services	$149,649.48	$85,513.00		$85,513.00		$149,649.48
MH STEP-VA Same Day Access	$401,415.57	$267,844.00		$267,844.00		$401,415.57
MH STEP-VA Veterans Services	$250,285.03	$98,763.00		$98,763.00		$250,285.03
MH Transfers from DBHDS Facilities						$0.00
MH Young Adult SMI	$1,508,040.45	$572,428.00		$572,428.00		$1,508,040.45
MH Youth DAP						$0.00
MH One-Time Restricted State Funds						$0.00
Total Non-Regional Funds - Restricted	$10,153,592.25	$8,976,176.50	$0.00	$8,976,176.50	$0.00	$10,153,592.25
Non-Regional Funds - Unrestricted						
MH Demo Proj-System of Care (Child)						$0.00
MH Geriatric Services						$0.00
MH Other Merged Regional Funds						$0.00

MH Pharmacy		$1,455,990.00		$1,455,990.00		$0.00
MH Recovery	$176,868.71	$468,192.00		$468,192.00		$176,868.71
MH State Children's Services						$0.00
MH State Funds		$5,501,713.00		$5,501,713.00		$0.00
MH State NGRI Funds						$0.00
MH One-Time State Funds						$0.00
Total Non-Regional Funds - Unrestricted	$176,868.71	$7,425,895.00	$0.00	$7,425,895.00	$0.00	$176,868.71
Total State Funds	**$27,826,315.96**	**$38,988,721.80**	**-$12,752,185.00**	**$37,256,526.50**	**$0.00**	**$16,806,326.26**
Other Funds						
MH Other Funds						$0.00
Total Other Funds	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Local Matching Funds						
MH In-Kind Contributions						$0.00
MH Local Government Appropriations		$86,474,212.00		$86,474,212.00		$0.00
MH Local Interest Revenue						$0.00
MH Philanthropic Cash Contributions						$0.00
Total Local Matching Funds	**$0.00**	**$86,474,212.00**	**$0.00**	**$86,474,212.00**	**$0.00**	**$0.00**
Total MH Funds	**$27,826,315.96**	**$138,083,382.80**	**-$12,752,185.00**	**$136,351,187.50**	**$0.00**	**$16,806,326.26**

Exhibit A: Developmental Services

Funding Source	FY 2026 Beginning Balance	FY 2026 Revenues	FY 2026 Transfers In/Out	FY 2026 Expenditures	Refunds	Ending Balance	Comments
Fees							
DD Dual Eligible Special Needs Plans Fees						$0.00	
DD Medicaid DD Waivers		$9,844,804.00		$9,844,804.00		$0.00	
DD Medicaid ICF/IDD Fees						$0.00	
DD Medicare Fees		$202,200.00		$202,200.00		$0.00	
DD Other Medicaid Fees						$0.00	
DD Fees: Other		$1,165,400.00		$1,165,400.00		$0.00	
Total DV Fees	**$0.00**	**$11,212,404.00**	**$0.00**	**$11,212,404.00**	**$0.00**	**$0.00**	
Federal Funds							
DD Other Federal - DBHDS						$0.00	
DD Other Federal - COVID Support						$0.00	
DD Other Federal - CSB						$0.00	
Total Federal Funds	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
State Funds							
Regional Funds - Restricted							
DD Crisis Stabilization - Adult	$1,816,263.00	$3,449,743.00		$3,545,049.00		$1,720,957.00	
DD Crisis Stabilization - Children	$3,421,627.00	$2,989,589.00		$4,334,519.00		$2,076,697.00	
DD Transfers from DBHDS Facilities						$0.00	
Total Regional Funds - Restricted	$5,237,890.00	$6,439,332.00	$0.00	$7,879,568.00	$0.00	$3,797,654.00	
Non-Regional Funds - Restricted							
DD Guardianship Funding						$0.00	
DD Rental Subsidies						$0.00	
DD Support Coordinators		$2,950,000.00		$2,950,000.00		$0.00	
DD Transfers from DBHDS Facilities						$0.00	
DD Trust Fund						$0.00	
DD One-Time Restricted State Funds						$0.00	
Total Non-Regional Funds - Restricted	$0.00	$2,950,000.00	$0.00	$2,950,000.00	$0.00	$0.00	
Non-Regional Funds - Unrestricted							
DD Crisis Stabilization - Adult						$0.00	
DD Crisis Stabilization - Children		$166,666.00		$166,666.00		$0.00	
DD OBRA Funds						$0.00	
DD State Funds		$610,121.00		$610,121.00		$0.00	
DD One-Time State Funds						$0.00	
Total Non-Regional Funds - Unrestricted	$0.00	$776,787.00	$0.00	$776,787.00	$0.00	$0.00	
Total State Funds	**$5,237,890.00**	**$10,166,119.00**	**$0.00**	**$11,606,355.00**	**$0.00**	**$3,797,654.00**	
Other Funds							
DD Other Funds						$0.00	
DD Workshop Funds						$0.00	
Total Other Funds	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
Local Matching Funds							
DD In-Kind Contributions						$0.00	
DD Local Government Appropriations		$65,795,596.00		$65,795,596.00		$0.00	
DD Local Interest Revenue						$0.00	
DD Philanthropic Cash Contributions						$0.00	

Total Local Matching Funds	**$0.00**	**$65,795,596.00**	**$0.00**	**$65,795,596.00**	**$0.00**	**$0.00**
Total DD Funds	**$5,237,890.00**	**$87,174,119.00**	**$0.00**	**$88,614,355.00**	**$0.00**	**$3,797,654.00**

Exhibit A: Substance Use Disorder Services

Funding Source	FY 2026 Beginning Balance	FY 2026 Revenues	FY 2026 Transfers In/Out	FY 2026 Expenditures	Refunds	Ending Balance	Comments
Fees							
SUD Dual Eligible Special Needs Plans Fees						$0.00	
SUD Medicaid Fees		$1,449,029.00		$1,449,029.00		$0.00	
SUD Medicare Fees		$70,770.00		$70,770.00		$0.00	
SUD Fees: Other		$407,890.00		$407,890.00		$0.00	
Total Fees	**$0.00**	**$1,927,689.00**	**$0.00**	**$1,927,689.00**	**$0.00**	**$0.00**	
Federal Funds							
SUD FBG Funds							
SUD FBG Alcohol and Drug Treatment (93.959)		$2,357,198.80		$2,357,198.80		$0.00	
SUD FBG Prevention (93.959)		$522,972.00		$522,972.00		$0.00	
SUD FBG Recovery (93.959)						$0.00	
SUD FBG Women (Includes LINK at 6 CSBs) (93.959)		$443,444.00		$443,444.00		$0.00	
SUD FBG ARPA Funds							
SUD FBG Alcohol and Drug Treatment ARPA (93.959)						$0.00	
SUD FBG Prevention ARPA (93.959)						$0.00	
SUD FBG Recovery ARPA (93.959)						$0.00	
SUD FBG Women (Includes LINK at 6 CSBs) ARPA (93.959)						$0.00	
Total SUD FBG Funds	$0.00	$3,323,614.80	$0.00	$3,323,614.80	$0.00	$0.00	
Other SUD Federal Funds							
SUD Federal Opioid Response - Prevention (93.788)						$0.00	
SUD Federal Opioid Response - Recovery (93.788)						$0.00	
SUD Federal Opioid Response - Treatment (93.788)						$0.00	
SUD Federal SBIRT Youth (93.243)						$0.00	
SUD Federal State & Local Fiscal Recovery Fund (21.027)						$0.00	
SUD Other Federal - DBHDS						$0.00	
SUD Other Federal - COVID Support						$0.00	
SUD Other Federal - CSB						$0.00	
Total Other Federal Funds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Federal Funds	**$0.00**	**$3,323,614.80**	**$0.00**	**$3,323,614.80**	**$0.00**	**$0.00**	
State Funds							
Regional Funds - Restricted							
SUD Community Detoxification	$295,750.00	$115,000.00	-$87,400.00	$27,600.00		$295,750.00	
SUD Facility Reinvestment						$0.00	
SUD STEP-VA		$886,861.00		$886,861.00		$0.00	
SUD Transfers from DBHDS Facilities						$0.00	
Total Regional Funds - Restricted	$295,750.00	$1,001,861.00	-$87,400.00	$914,461.00	$0.00	$295,750.00	
Non-Regional Funds - Restricted							
SUD Community Detoxification						$0.00	
SUD DD Training/SUD Youth Services/COVID	$229,054.45	$243,703.63		$243,703.63		$229,054.45	
SUD MAT	$531,468.41	$132,675.93		$132,675.93		$531,468.41	
SUD Permanent Supportive Housing Women						$0.00	
SUD Recovery						$0.00	
SUD SARPOS		$112,810.59		$112,810.59		$0.00	
SUD Transfers from DBHDS Facilities						$0.00	
SUD Women (Includes LINK at 4 CSBs)		$368,212.00		$368,212.00		$0.00	

SUD One-Time Restricted State Funds						$0.00
Total Non-Regional Funds - Restricted	$760,522.86	$857,402.15	$0.00	$857,402.15	$0.00	$760,522.86
Non-Regional Funds - Unrestricted						
SUD HIV/AIDS		$30,892.00		$30,892.00		$0.00
SUD Jail Services/Juvenile Detention		$199,248.55		$199,248.55		$0.00
SUD Region V Residential						$0.00
SUD State Funds		$7,025,789.53		$7,025,789.53		$0.00
SUD One-Time State Funds						$0.00
Total Non-Regional Funds - Unrestricted	$0.00	$7,255,930.08	$0.00	$7,255,930.08	$0.00	$0.00
Total State Funds	**$1,056,272.86**	**$9,115,193.23**	**-$87,400.00**	**$9,027,793.23**	**$0.00**	**$1,056,272.86**
Other Funds						
SUD Other Funds						$0.00
Total Other Funds	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Local Matching Funds						
SUD In-Kind Contributions						$0.00
SUD Local Government Appropriations		$35,717,609.00		$35,717,609.00		$0.00
SUD Local Interest Revenue						$0.00
SUD Philanthropic Cash Contributions						$0.00
Total Local Matching Funds	**$0.00**	**$35,717,609.00**	**$0.00**	**$35,717,609.00**	**$0.00**	**$0.00**
Total SUD Funds	**$1,056,272.86**	**$50,084,106.03**	**-$87,400.00**	**$49,996,706.03**	**$0.00**	**$1,056,272.86**

Local Government Tax Appropriation

Locality	Amount
Falls Church	$1,123,651.00
Fairfax City	$2,479,063.00
Fairfax	$184,384,703.00
Total	**$187,987,417.00**

Amounts Match Service Pages

Total Administrative Costs **$36,927,237.00**

Board Management Salary Costs

Position	Beginning Salary for FY 2026	Salary Range Ending	Budgeted Total Salary for FY 2026	Tenure (Years)
Executive Director	$270,092.10	$292,190.91	$270,092.10	32.00

Integrated Behavioral and Primary Healthcare Questions

1. Is the CSB participating in a partnership with a federally qualified health center, free clinic, or local health department to integrate the provision of behavioral health and primary health care?	Yes
2. If yes, who is the partner?	Federally Qualified Health Center
Name of Partner:	Neighborhood Health and Health Works
3. Where is primary health (medical) care provided?	
If Another Site specify:	Various Sites withing the community and various CSB sites icluding Sharon Bulova and Gartlan Center
4. Where is behavioral health care provided?	Another Site
If Another Site specify:	Both provide healthcare at their various locations

FY XXXX AND FY XXXX COMMUNITY SERVICES PERFORMANCE CONTRACT

FY XXXX Exhibit A: Resources and Services

Local Government Tax Appropriations

City or County	Tax Appropriation
Total Local Government Tax Funds	

Reconciliation of Projected Resources and Services Costs by Program Area CSB:

	MH Services		DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)							
Cost for MH, DV, SUD, Emergency, and Ancillary Services (Page AF-1)							
Difference							

FY XXXX Exhibit A: Resources and Services

Difference results from Explanation of Other in Table Above

Other:

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FY XXXX Exhibit A: Resources and Services

CSB 100 Mental Health Services

Form 11: Mental Health (MH) Services Program Area (100)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
250 Acute Psychiatric Inpatient Services	Beds		
310 Outpatient Services	FTEs		
312 Medical Services	FTEs		
350 Assertive Community Treatment	FTEs		
320 Case Management Services	FTEs		
410 Day Treatment or Partial Hospitalization	Slots		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Mental Health Rehabilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 MH Highly Intensive Residential Services (MH Residential Treatment Centers)	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

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

FY XXXX AND FY XXXX COMMUNITY SERVICES PERFORMANCE CONTRACT

FY XXXX Exhibit A: Resources and Services

CSB 200 Developmental Services

Form 21: Developmental (DV) Services Program Area (200)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
310 Outpatient Services	FTEs		
312 Medical Services	FTEs		
320 Case Management Services	FTES		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Developmental Habilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 Highly Intensive Residential Services (Community-Based ICF/IDD Services)	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

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FY XXXX Exhibit A: Resources and Services

CSB 300 Substance Use Disorder Services

Form 31: Substance Use Disorder (SUD) Services Program Area (300)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
250 Acute Substance Use Disorder Inpatient Services	Beds		
260 Community-Based Substance Use Disorder Medical Detoxification Inpatient Services	Beds		
310 Outpatient Services	FTEs		
312 Medical Services	FTEs		
313 Intensive Outpatient Services	FTEs		
335 Medication Assisted Treatment	FTEs		
320 Case Management Services	FTEs		
410 Day Treatment or Partial Hospitalization	Slots		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Substance Use Disorder Rehabilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

CSB 400 Emergency and Ancillary Services **FY XXXX Exhibit A: Resources and Services**

Form 01: Emergency and Ancillary Services (400)			
Services	**Projected Service Capacity**	**Projected Numbers of Individuals Receiving Services**	**Projected Total Service Costs**
100 Emergency Services	**FTEs**		
Ancillary Services			
318 Motivational Treatment Services	**FTEs**		
390 Consumer Monitoring Services	**FTEs**		
720 Assessment and Evaluation Services	**FTEs**		
620 Early Intervention Services	**FTEs**		
730 Consumer-Run Services			
Ancillary Services Totals			

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AMENDMENT 3
AMENDED AND RESTATED
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EXHIBIT B: Continuous Quality Improvement (CQI) Process
for Behavioral Health Performance Measures
Contract No. P1636.3

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EXHIBIT B: Continuous Quality Improvement (CQI) Process
for Behavioral Health Performance Measures
Contract No. P1636.3

I. Introduction

The Department, the Community Services Boards and Behavioral Health Authority (CSB) are committed to a collaborative continuous quality improvement (CQI) process aimed at improving the quality, transparency, accessibility, consistency, integration, and responsiveness of services across the Commonwealth pursuant to Code §37.2-508(C) and §37.2-608(C). Exhibit B establishes the CQI framework through which CSBs, providing community behavioral health services, and the Department engage in the CQI processes that are established to track progress towards meeting established benchmarks, identify barriers to achievement, and understand and address root causes that impacts progress. For the purposes of this Exhibit, "benchmark" is defined as the measure target for achievement that is established by the Department in collaboration with CSB.

II. Measure Development

The establishment of benchmarks is a collaborative process with the CSBs and exists as part of the Department's Behavioral Health Measure Development and Review process (See Attachment 1).

III. Technical Assistance

An opportunity for technical assistance exists when a CSB requires support in meeting an established goal. The following graduated response will be employed to support the CSB to achievement.

Technical Assistance (TA)
For the purposes of this Exhibit, technical assistance (TA) is defined as targeted, collaborative support provided by the Department to CSBs for the purposes of improving performance on the core measures outlined in Section V of this exhibit. The Department may initiate the process for its provision of TA when a CSB's performance does not meet the benchmark. Upon receipt of Department notification of the requirement for CSB participation in TA, the CSB shall respond to the Department within 10 business days to confirm receipt and establish next steps.

Additionally, TA may be requested by the CSB at any time. A CSB may request TA from the Department by completing the Exhibit B TA Request form. The Department shall respond to the CSB request for TA within 10 business days to confirm receipt and establish next steps.

The Department will work to address CSB-raised concerns or identified Department data issues as part of the technical assistance process.

IV. Performance Monitoring

1. **Performance Improvement Plan (PIP)**
   Develop a Performance Improvement Plan (PIP). For the purposes of this Exhibit, a PIP is defined as a written, collaborative agreement between the Department and the CSB that identifies specific action steps required to support the CSB in meeting identified benchmarks for core performance measures as outlined in Section V of this exhibit. A PIP will not be entered into until at least 6 months of TA has been provided in order to allow for the review of at least 2 quarters of data, or as otherwise established by the Department.

2. **Corrective Action Plan (CAP)**
   In the event PIP implementation does not result in improvement regarding core performance measures pursuant to Section V of this exhibit; the Department may seek other remedies as outlined in the Compliance and Remediation section of the performance contract such as initiating a CAP. For the purpose of this Exhibit, a CAP is defined as a written plan to address lack of achievements with identified benchmarks for

core performance measures outlined in Section V of this exhibit. The Department may also find it necessary to enter into a CAP with the CSB in circumstances where the severity of the issue(s) is determined to be necessary for a CAP versus a PIP. If the CSB refuses to participate in the TA and/or PIP process, a CAP will be initiated by the Department. If the CSB disagrees with the CAP they shall utilize the Compliance and Remediation of the performance contract.

V. Performance Measures

CSB Core Performance Measures: The CSB and Department agree to use the CSB Core Performance Measures, developed by the Department in collaboration with the VACSB Data Management, Quality Leadership, and/ Quality and Outcomes Committees (Q&O) to monitor outcome and performance measures for the CSBs and improve the performance on measures where the CSB falls below the benchmark. These performance measures include:

A. Suicide Screening Measure
Percent of individuals ages six and older that receive Columbia Suicide Severity Rating Scale screening within 30 days before or 5 days after a new MH or SUD case has been opened.
Benchmark: The CSB shall conduct a Columbia Suicide Severity Rating Scale screening for at least 86 percent of individuals with a new MH or SUD case opening.

B. Same Day Access Measures
ISERV Definition: The percentage of new consumers with initial comprehensive needs assessment provided within 10 business days of first contact as well as the mean number of days from the first contact. DBHDS and CSB will collaborate to determine how to collect this information in FY26.
Benchmark: CSB and DBHDS will work together to establish by SFY27

C. Appointment Kept: Percentage of new consumers with initial comprehensive needs assessment who keep and attend a follow up appointment within 30 days.
Benchmark: At least 70 percent of the individuals seen in SDA who are determined to need a follow-up service will return to attend that service within 30 calendar days of the SDA assessment.

D. SUD Engagement Measure (Block Grant SAMSHA/DBHDS Requirement)
Percentage of individuals 13 years or older with a new episode of substance use disorder services as a result of a new SUD diagnosis who initiate services within 14 days of diagnosis and attend at least two follow up SUD services within 30 days.
Benchmark: The CSB shall have at least 65% of SUD clients engage in treatment per this definition of engagement.

E. DLA-20 Measure
The percentage of individuals receiving STEP-VA services assessed using the DLA-20 who demonstrate improvement in their DLA-20 score over a 6-month period.
Benchmark: CSB and DBHDS will work together to establish by SFY27

VI. Additional Expectations and Elements Being Monitored

The data elements and expectations of this section are active expectations regarding CSB operations and implementation. The Department in collaboration with the VACSB Data Management, Quality Leadership, and Quality and Outcomes Committees will monitor outcome and performance measures in this section.

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A. Outpatient Primary Care Screening and Monitoring

1. Primary Care Screening

Measures - The percentage of Adults with a SMI diagnosis and children with SED, engaged in MH CM and Psychiatry services, who receive an annual primary care screening to include height, weight and therefore, BMI.
Benchmark - CSB and DBHDS will work together to establish by SFY27.
Outcomes - To provide yearly primary care screening to identify and provide related care coordination to ensure access to needed physical health care to reduce the number of individuals with serious mental illness (SMI), known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions.
Monitoring- CSB must report the screen completion and monitoring completion as required by DBHDS.

2. Antipsychotic Metabolic Screening

Measures - The percentage of individuals, receiving STEP-VA services, over the age of 3 years old, receiving antipsychotic medications prescribed by a CSB, who have undergone metabolic screenings within 1 year of identification and comply with recommended metabolic screening schedule (at least annually)
Benchmark - CSB and DBHDS will work together to establish by SFY27
Outcomes - To provide screening in order to identify and provide related care coordination to ensure access needed to physical health care as well as additional information for psychiatric providers. Individuals with serious mental illness (SMI) or serious emotional disturbance (SED) are known to be at higher risk for poor physical health outcomes.
Monitoring - CSB must report the screen completion and monitoring completion as required by DBHDS

B. Outpatient Services

Outpatient services are foundational services for any behavioral health system. Outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory, and ancillary services.

Measures - Percent of CSB Outpatient provider staff that have received the required 8 hours of trauma focused training within the first year of employment and 4 hours in each subsequent year or until 40 hours of trauma-focused training can be demonstrated
Benchmark - Benchmark is 95% of above-mentioned staff.
Monitoring: Provide training data regarding required trauma training yearly in July when completing evidence-based practice survey.

C. Service Members, Veterans, and Families (SMVF)

1. Training Measures - Percent of CSB Direct Services Staff that receive military cultural competency training within 90 days of hire and every 3 years of employment thereafter.

Benchmark – 95% of CSB staff delivering direct services to the SMVF population

2. Identifying SMVF members

Measures- At admission, health records in all program areas will contain a valid entry for the Military Status demographic variable.

Benchmark- The CSB shall ensure the Benchmark of 90% of individuals will have a valid entry at admission for MH/SUD services.

D. Peer and Family Support Services

1. **Peer FTEs (STEP-VA Funded)**
   (a) **Measure**: Total number of Peer Support Services FTE offering peer support services in mental health and/or substance use treatment settings funded by STEP-VA allocations.
   (b) **Benchmark**: Year 1 will allow for monitoring and benchmarking.
2. **Peer FTEs (Total)**
   (a) **Measure:** Total number of Peer Support Services FTE offering peer support services in CSB/BHA from all funding sources.
   (b) Benchmark: Year 1 will allow for monitoring and benchmarking
3. **Peer Certification and Registration**
   (a) **Measure**: Peer Supporters will obtain certification within 15 months of hire and be registered within 18 months of hire (from the Board of Counseling)
   (b) **Benchmark**: There is not a benchmark at this time as FY24 is the first year collecting this information. We will revisit setting a benchmark next year.

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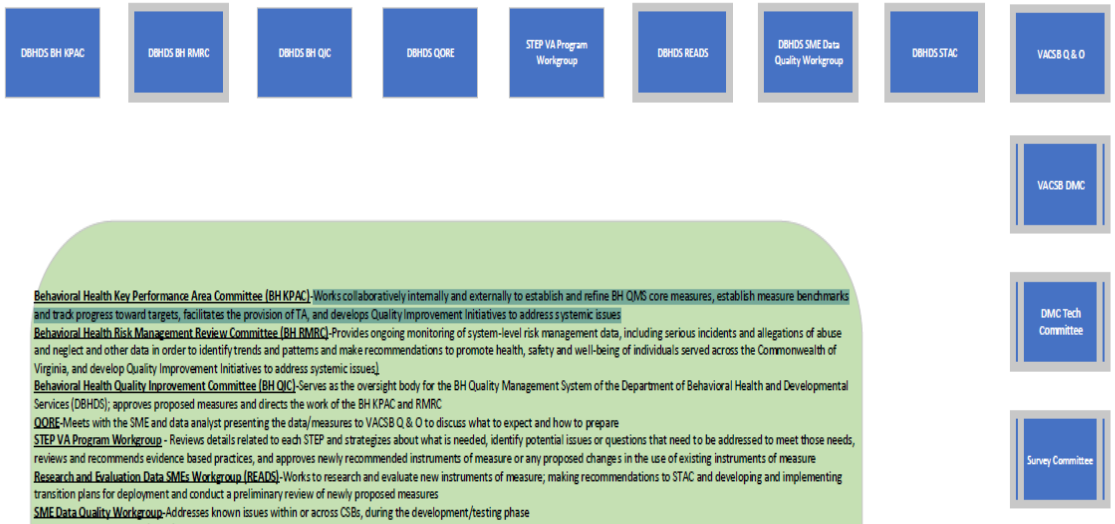
Attachment 1

DBHDS

Quality and Data Committees Involved in BH Quality and Data Work



Behavioral Health Key Performance Area Committee (BH KPAC)-Works collaboratively 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
Behavioral Health Risk Management Review Committee (BH RMRC)-Provides ongoing monitoring of system-level risk management data, including serious incidents and allegations of abuse and neglect and other data in order to identify trends and patterns and make recommendations to promote health, safety and well-being of individuals served across the Commonwealth of Virginia, and develop Quality Improvement Initiatives to address systemic issues.
Behavioral Health Quality Improvement Committee (BH QIC)-Serves as the oversight body for the BH Quality Management System of the Department of Behavioral Health and Developmental Services (DBHDS); approves proposed measures and directs the work of the BH KPAC and RMRC
QORE-Meets with the SME and data analyst presenting the data/measures to VACSB Q & O to discuss what to expect and how to prepare
STEP VA Program Workgroup - Reviews details related to each STEP and strategizes about what is needed, identify potential issues or questions that need to be addressed to meet those needs, reviews and recommends evidence based practices, and approves newly recommended instruments of measure or any proposed changes in the use of existing instruments of measure
Research and Evaluation Data SMEs Workgroup (READS)-Works to research and evaluate new instruments of measure; making recommendations to STAC and developing and implementing transition plans for deployment and conduct a preliminary review of newly proposed measures
SME Data Quality Workgroup-Addresses known issues within or across CSBs, during the development/testing phase
STEP VA Advisory Council (STAC)- Assists DBHDS in the implementation of STEP VA, to create the appropriate regulatory and operational environment to ensure the success of STEP VA
Virginia Association of Community Services Boards (VACSB) Quality and Outcomes Committee-Reviews and discusses current and proposed CSB measures; identifying trends by region and statewide; discussing performance reasons at a regional and statewide level
VACSB Data Management Committee (DMC)-Operationalizes how the boards configure data collection mechanisms within their respective board EHRs to collect and report data on identified measures
VACSB DMC Tech-Conducts a preliminary review of measures
VACSB Survey Committee-Reviews and develops surveys used as data collection tools for reporting purposes, when no other mechanisms for data collection and reporting exist

*Boxes outlined in grey denote CSB involvement

4/12/24

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DBHDS

Behavioral Health Quality and Data Committees and Virginia Association of Community Services Boards Data Governance Engagement

DBHDS BH KPAC | DBHDS BH RMRC | DBHDS BH QIC | DBHDS QORE | STEP VA Program Workgroup | DBHDS READS | DBHDS SME Data Quality Workgroup | DBHDS STAC | VACSB Q & O | VACSB DMC | DMC Tech Committee | Survey Committee

"In 2023, the Department of Behavioral Health and Developmental Services (DBHDS) launched an initiative to revamp its data governance strategy, resulting in the establishment of a robust Data Governance Program. Comprising the Data Governance Council, Data Decision Team, and Working Groups, this program aims to optimize the agency's objectives by providing strategic direction, facilitating decision-making processes, and operationalizing data governance activities.

With Data Quality as a starting point, DBHDS can begin to understand how best to engage the Community Service Boards (CSBs) in the larger framework. We are grateful to have received CSB participant recommendations from the Data Management Committee (DMC) to support DBHDS' data governance program. As providers of data to DBHDS, CSBs are encouraged to actively engage in this framework by participating in meetings, providing input on data-related matters, and adhering to established policies and standards. Additionally, CSBs can contribute their domain-specific expertise to inform decision-making and support the implementation of data governance practices.

To further involve CSBs in our Data Governance Program, our next steps involve securing 1-2 volunteers from the DMC's list of potential participations to be part of the Quality Working Group. This group presents CSBs with the opportunity to actively contribute to improving data quality and alleviating administrative burdens. By participating in this collaborative effort, CSBs can directly influence the development and implementation of data quality standards, policies, and best practices that align with their organization's needs and objectives."

DBHDS Data Governance Team

*Boxes outlined in grey denote CSB involvement

4/12/24

DBHDS

Behavioral Health Measure Development Process

Start → 1. DBHDS BH KPAC Member Develops or Revises an Existing Measure → 2. DBHDS Director of Research and Evaluation Shares the Measure with DBHDS READS for Feedback → 3. DBHDS Director of Research and Evaluation Shares Feedback with the BH KPAC → 4 DBHDS BH KPAC Finalizes the Measure → 5. DBHDS Measure Steward and Data Analyst Determine if Measure Data is Already being Collected

No or Unknown → 6a. DBHDS Measure Steward Issues Data Request via Service Now; Follow and Complete the Data Request Process To Conclusion → Process End

Yes → 6b. DBHDS Measure Steward and Program Data Analyst Present the Measure To DBHDS QORE (to discuss the plan for sharing the measure with VACSB Q & O) → 7. DBHDS Measure Steward and Data Analyst Present the Measure to VACSB Q & O for Feedback → 8. DBHDS BH QI Program Manager Incorporates Feedback, as Necessary and in Consultation with the DBHDS SME and Data Analyst → 9. DBHDS Measure Steward Determines if This Measure is Slated To Be a BH QMS CORE Measure

No → 10b. Measure Steward Shares the Final Measure With VACSB Q & O and DMC → 11. VACSB DMC Sends the Measure To DMC Tech Committee for Preliminary Review, If Needed → 12. VACSB DMC Operationalizes How To Implement the New Measure, Per CSB Data Collection Mechanism and Reporting Processes → 13. VACSB DMC Sends the Measure to the SME Data Quality Workgroup for LIST → 14. Follow Established SME Data Quality Workgroup/DMC/ DBHDS Procedures for Full Implementation and Training → 15. Follow Established DBHDS Processes for Incorporation of New and Revised Measures Into Performance Contract Exhibits → End

Yes → 10a. Measure Steward Presents the New/Revised Measure To the BH QIC for Approval As a BH QMS Core Measure

Please note: STAC and the VACSB Survey Committee are not included in this process; as the former has activities that are separate from those of the measure development process and the latter's involvement is embedded in the Data Request Sub Process already in existence.

*Boxes outlined in grey denote CSB involvement

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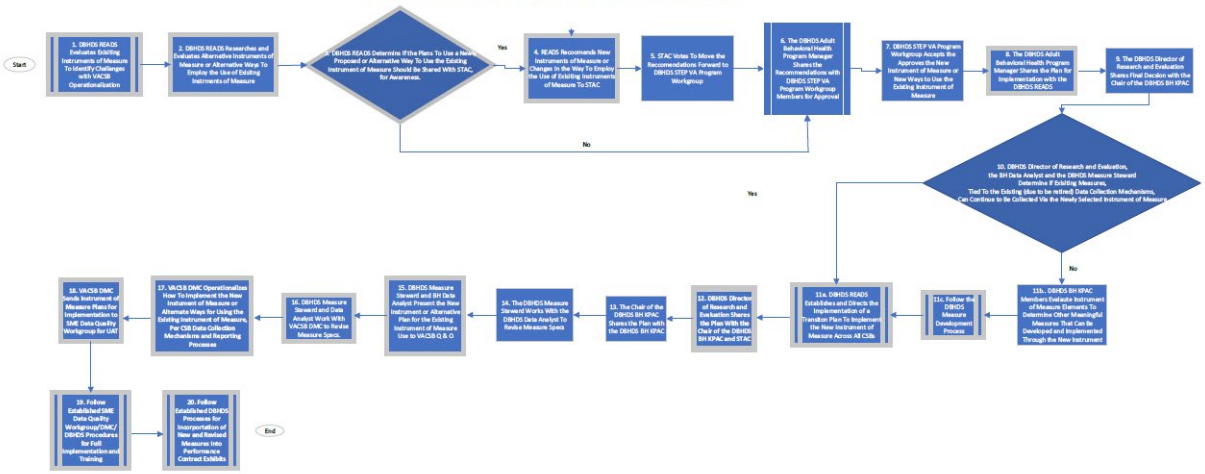
DBHDS

BH Instrument of Measure Development and Revision Process



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DBHDS

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QORE-Meets with the SME and data analyst presenting the data/measures to VACSB Q & O to discuss what to expect and how to prepare

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Research and Evaluation Data SMEs Workgroup (READS)-Works to research and evaluate new instruments of measure; making recommendations to STAC and developing and implementing transition plans for deployment and conduct a preliminary review of newly proposed measures

SME Data Quality Workgroup-Addresses known issues within or across CSBs, during the development/testing phase

STEP VA Advisory Council (STAC)- Assists DBHDS in the implementation of STEP VA, to create the appropriate regulatory and operational environment to ensure the success of STEP VA

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VACSB Data Management Committee (DMC)-Operationalizes how the boards configure data collection mechanisms within their respective board EHRs to collect and report data on identified measures

VACSB DMC Tech-Conducts a preliminary review of measures

VACSB Survey Committee-Reviews and develops surveys used as data collection tools for reporting purposes, when no other mechanisms for data collection and reporting exist

*Boxes outlined in grey denote CSB involvement

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DBHDS

Behavioral Health Quality and Data Committees and Virginia Association of Community Services Boards Data Governance Engagement

- DBHDS BH KPAC
- DBHDS BH RMRC
- DBHDS BH QIC
- DBHDS QORE
- STEP VA Program Workgroup
- DBHDS READS
- DBHDS SME Data Quality Workgroup
- DBHDS STAC
- VACSB Q & O
- VACSB DMC
- DMC Tech Committee
- Survey Committee

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With Data Quality as a starting point, DBHDS can begin to understand how best to engage the Community Service Boards (CSBs) in the larger framework. We are grateful to have received CSB participant recommendations from the Data Management Committee (DMC) to support DBHDS' data governance program. As providers of data to DBHDS, CSBs are encouraged to actively engage in this framework by participating in meetings, providing input on data-related matters, and adhering to established policies and standards. Additionally, CSBs can contribute their domain-specific expertise to inform decision-making and support the implementation of data governance practices.

To further involve CSBs in our Data Governance Program, our next steps involve securing 1-2 volunteers from the DMC's list of potential participations to be part of the Quality Working Group. This group presents CSBs with the opportunity to actively contribute to improving data quality and alleviating administrative burdens. By participating in this collaborative effort, CSBs can directly influence the development and implementation of data quality standards, policies, and best practices that align with their organization's needs and objectives."

DBHDS Data Governance Team

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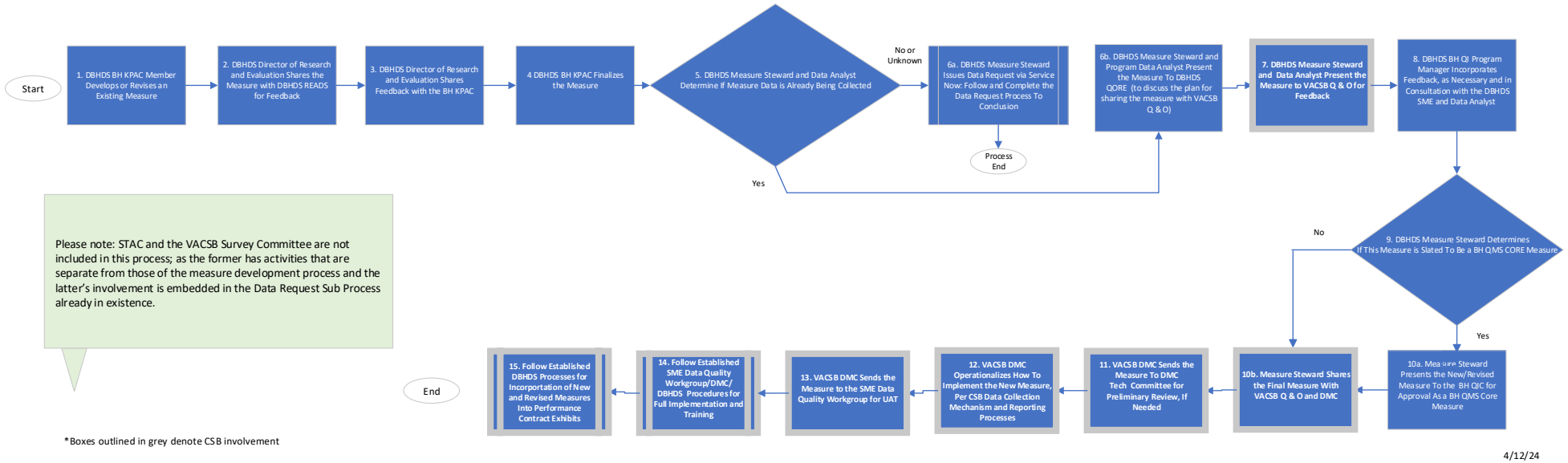
DBHDS

Behavioral Health Measure Development Process



Please note: STAC and the VACSB Survey Committee are not included in this process; as the former has activities that are separate from those of the measure development process and the latter's involvement is embedded in the Data Request Sub Process already in existence.

*Boxes outlined in grey denote CSB involvement

4/12/24

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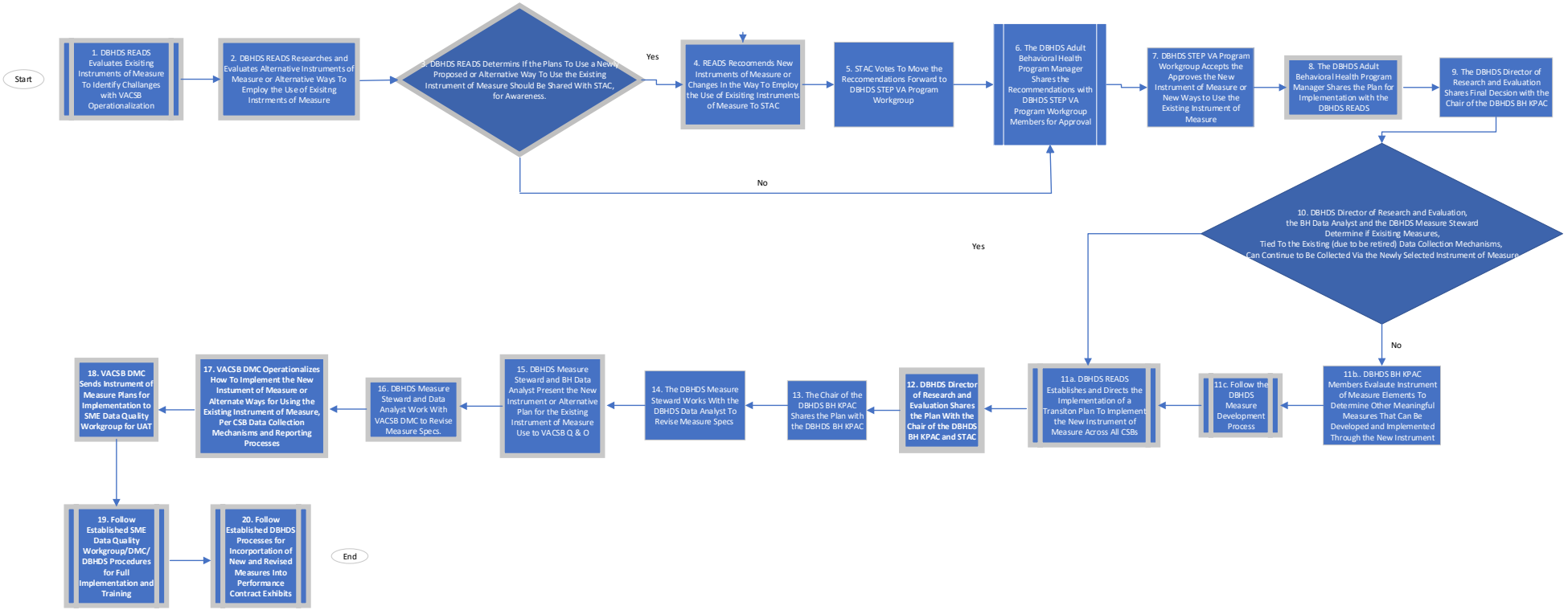
DBHDS

BH Instrument of Measure Development and Revision Process



*Boxes outlined in grey denote CSB involvement

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AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Exhibit C - PHI Data Sharing and Use Agreement
Contract No. P1636.3

Background
Various laws govern the confidentiality and security of individually identifiable health information, including 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") and the regulations governing the confidentiality of substance use disorder patient records found at Part 2.

CSBs are considered covered entities under HIPAA as organizations collecting and transmitting PHI in electronic form. Further, CSBs are considered federally assisted programs subject to the requirements of Part 2 because they receive federal funding, and they provide diagnosis, treatment, and referral for treatment of substance use disorders.

DBHDS is considered a health oversight agency in relation to the CSBs under HIPAA as a governmental agency with oversight obligations for the publicly funded behavioral health system. Further, DBHDS is a state governmental agency that provides financial assistance to CSBs as Part 2 programs and is authorized by the Code of Virginia to regulate the activities of the CSBs. DBHDS is tasked with ongoing monitoring of the CSBs and their compliance with the terms of the performance contract pursuant to sections 37.2-508 and 37.2-608 of the Code of Virginia.

HIPAA permits disclosure of PHI by a covered entity to a health oversight agency for various oversight activities authorized by law. (45 CFR 164.512(d)(1))

Part 2 permits the disclosure of PHI by a Part 2 program to a state governmental agency that provides financial assistance to the Part 2 program or is authorized by law to regulate the activities of the Part 2 program for audit and evaluation purposes. Audits and evaluations under this section of the regulation may include but are not limited to the identification of actions DBHDS can make to improve care and outcomes for patients with substance use disorders who are treated by Part 2 programs or ensuring that resources are managed effectively to care for patients. Disclosure of this nature requires this written agreement between the parties.

This Exhibit is attached to and made part of the community services performance contract by reference.

A. CSB Responsibilities

Exchange data, including PHI, with DBHDS upon request for the purposes of oversight, audit, and/or evaluation.

B. DBHDS Responsibilities

1. DBHDS agrees to follow appropriate process and procedure for requesting data from CSBs as outlined elsewhere in this Performance Contract.
2. Pursuant to 42 CFR § 2.53, DBHDS agrees to:
   a. Maintain and destroy the PHI in a manner consistent with policies and procedures established that comply with 42 CFR § 2.16.
   b. Retain records in compliance with applicable federal, state, and local record retention laws.
   c. Comply with the limitations on use and disclosure at 42 CFR § 2.53(f), which requires that information disclosed under this agreement may only be disclosed back to the Part 2 program from which it was obtained and may be used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by a court order entered under 42 CFR § 2.66.

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Exhibit E: Performance Contract Schedule and Process
Contract No. P1636.3

Purpose
The purpose of this Exhibit is to provide the CSB with the schedule and process for providing the community services performance contract and other required program and financial data to the Department. It also provides administrative performance requirements and processes specific to this Exhibit.

DUE DATE	DESCRIPTION
5-20-25	1. The Office of Fiscal and Grants Management (OFGM) distributes the Letters of Notification (LON) to CSB with state and federal block grant funds allocations. **NOTE:** *State funds are contingent on the implementation of the fiscal year budget as passed by the General Assembly and signed into law by the Governor. The Code of Virginia allows the Governor to make certain adjustments to the Budget. Changes in Federal legislation, inclement weather and uncertain revenue collections, are just a few examples of events that may require adjustments to the budget in order to maintain the balanced budget as required by Virginia's constitution.* 2. The Department distributes the current fiscal year performance contract and associated report. to CSB. CSB must only provide allocations of state and federal funds or amounts subsequently revised by or negotiated and approved by the Department and have actual appropriated amounts of local matching funds.
See Section II for the Department's State (790) and Federal Funding Disbursement Schedules	
	New State Fiscal Year Begins
07-01-25	The current fiscal year performance contract, revisions, or Exhibits D that may be due at this time should be signed and submitted electronically by the CSB.
07-17-25	The Department distributes the end of the fiscal year report.
07-31-25	1. Prior fiscal year Q4 Turnover and Vacancy Reporting is due. 2. End of fiscal Staffing and Compensation Report is due for prior fiscal year
08-05-25	1. The Performance Contract budget report is due back to the Department. 2. **Local Match**: If the CSB will not meet the minimum 10 percent local matching funds requirement at the beginning of the fiscal year, it must submit a written request for a waiver, pursuant to § 37.2-509 of the Code and State Board Policy 4010 and the Minimum Ten Percent Matching Funds Waiver Request Guidelines sent to the OEMS performancecontractsupport@dbhds.virginia.gov email address.
08-19-25	Due date for any final CCS3 extract submission for FY25 program services.
09-02-25	1. CSB send end of the fiscal year report to the Department. 2. OFGM reviews the financial portions of reports for any discrepancies and works with CSB to resolve deficiencies.

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9-18-2025	CSB must resubmit approved revised end of the year financial reports no later than 09-18-2025. This is the final closeout date. The Department will not accept report corrections after this date.
09-30-25	1. All CSB signed performance contracts and applicable Exhibits D/NOAs are due to the Department for final signature by the Commissioner pursuant to § 37.2-508 of the Code. 2. Federal Balance Reports are sent to CSB. Inaccurate or no submission of reports from end of fiscal year or performance contract reports and/or unsigned performance contracts will be out of compliance and may result in delayed payment disbursement until signed contract is received by the Department and/or a one- time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses.
10-1-25	**New Federal Fiscal Year Begins**
10-03-25	After the Commissioner signs the contracts, a fully executed copy of the performance contract and applicable Exhibits D will be sent to the CSB electronically by OEMS.
10-16-25	CSB submits Federal Balance Reports to the OFGM.
10-31-25	Q1 Turnover and Vacancy Reporting is due.
12-02-25	1. CSB that are not local government departments or included in local government audits send one copy of their Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR). 2. CSB must complete the Exhibit F (B) Single Audit Exemption Form if it is not subject to a single audit. 3. CSB submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR. For programs with different fiscal years, reports are due three months after the end of the year. 4. The CSB shall have a management letter and plan of correction for identified material deficiencies which must be sent with these reports. 5. Audit reports for CSB that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government.
12-29-25	CSB end of the fiscal year reports that are not accurate and/or incomplete, payments may not be released
01-06-26	The Department distributes the mid-year performance contract fiscal report to CSB for completion.
01-30-26	Q2 Turnover and Vacancy Reporting is due.
02-18-26	CSB send complete mid-year reports.
03-31-26	CSB must submit their final, complete and accurate mid-year financial reports.
04-30-26	Q3 Turnover and Vacancy Reporting is due.
	New State Fiscal Year Begins
07-01-26	The current fiscal year performance contract, revisions, and Exhibits D/NOAs that may be due at this time should be signed and submitted electronically by the CSB.
07-15-26	The Department distributes the end of the fiscal year performance contract report for completion by CSB.
08-05-26	**Local Match**: If the CSB has not met or maintained the minimum 10 percent local matching funds requirement at the end of the previous fiscal year, it must submit a written request for a waiver, pursuant to § 37.2-509 of the Code and State Board Policy 4010 and the Minimum Ten Percent

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	Matching Funds Waiver Request Guidelines sent to the OMS performancecontractsupport@dbhds.virginia.gov email address.
08-31-26	1. CSB sends complete end of the fiscal year report. 2. OFGM reviews financial portions of reports for any discrepancies and works with CSB to resolve deficiencies.
9-18-2026	CSB must resubmit approved revised program and financial reports. This is the final closeout date. The Department will not accept report corrections after this date.
09-30-26	All CSB signed performance contracts and applicable Exhibits D are due to the Department for final signature by the Commissioner pursuant to § 37.2-508 of the Code. Inaccurate or no submission of reports from 9-18-2026 and/or unsigned performance contracts will be out of compliance and may result in a one- time, one percent reduction not to exceed $15,000 of state funds apportioned for CSB administrative expenses.
10-02-26	After the Commissioner signs the contracts, a fully executed copy of the performance contract and applicable Exhibits D/NOAs will be sent to the CSB electronically by OMS.
10-13-26	CSB submits Federal Balance Reports to the OFGM.
12-02-26	1. CSBs that are not local government departments or included in local government audits send one copy of their Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR). 2. CSB submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR. For programs with different fiscal years, reports are due three months after the end of the year. 3. The CSB shall have a management letter and plan of correction for identified material deficiencies which must be sent with these reports. 4. Audit reports for CSB that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government.
01-05-27	The Department distributes of the mid-year financial performance contract report to CSB for completion.
02-16-27	CSB send complete mid-year financial performance contract reports.
03-31-27	CSB must submit their final, complete and accurate mid-year financial performance contract reports.

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AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Exhibit E: Performance Contract Schedule and Process
Contract No. P1636.3

I. Administrative Performance Requirements

The CSB shall meet these administrative performance requirements in submitting its performance contract, contract revisions, and mid-year and end-of-the-fiscal year performance contract reports and required program service data through the reporting mechanism established by the Department.

A. The performance contract and any revisions submitted by the CSB shall be:

1. Complete all required information is displayed in the correct places and all required Exhibits, including applicable signature pages, are included.
2. Consistent with Letter of Notification allocations or figures subsequently revised by or negotiated with the Department.
3. Prepared in accordance with instructions by the Department.
4. Received by the due dates listed in this Exhibit. If the CSB does not meet these performance contract requirements, the Department may delay future payments of state and federal funds until satisfactory performance is achieved.

B. Mid-year and end-of-the-fiscal year performance contract reports submitted by the CSB shall be:

1. Complete, all required information is displayed in the correct places, all required data are included in the reports, and any other required information not included in reports are submitted.
2. Consistent with the state and federal grant funds allocations in the Letter of Notification or figures subsequently revised by or negotiated with the Department.
3. Prepared in accordance with instructions provided by the Department.
4. All related funding, expense, and cost data are consistent, and correct within a report, and errors identified are corrected; and
5. Received by the due dates listed in this Exhibit

C. If the CSB does not meet these requirements for its mid-year and end-of-the-fiscal year reports, the Department may delay future payments until satisfactory performance is achieved. The Department may impose one-time reductions of state funds apportioned for CSB administrative expenses on a CSB for its failure to meet the requirements in its end-of-the-fiscal year report may have a one percent reduction not to exceed $15,000 unless an extension has been granted by the Department.

D. If the CSB fails to meet other reporting requirements in this Exhibit, the Department may delay payments until satisfactory performance is achieved.

E. If the Department is at fault for the CSB not submitting timely reports, no penalty shall be applied to CSB.

F. If the Department negotiates a performance improvement plan or corrective action plan with a CSB because of unacceptable data quality, and the CSB fails to satisfy the requirements by the end of the contract term, the Department may impose a one-time one percent reduction not to exceed a total of $15,000 of state funds apportioned for CSB administrative expenses and other applicable non-compliance penalties.

G. The CSB shall not allocate or transfer a one-time reduction of state funds apportioned for administrative expenses to direct service or program costs.

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H. Process for Obtaining an Extension of the End-of-the-Fiscal Year Report Due Date

1. **Extension Request**: The Department will grant an extension only in very exceptional situations such as a catastrophic information system failure, a key staff person's unanticipated illness or accident, or a local emergency or disaster situation that makes it impossible to meet the due date.
2. It is the responsibility of the CSB to obtain and confirm the Department's approval of an extension of the due date within the time frames specified below. Failure of the CSB to fulfill this responsibility constitutes prima facie acceptance by the CSB of any resulting one-time reduction in state funds apportioned for administrative expenses.
3. As soon as CSB staff becomes aware that it cannot submit the end-of-the-fiscal year report by the due date to the Department, the executive director must inform the Office of Management Services (OMS) through the performancecontractsupport@dbhds.virginia.gov email mailbox that it is requesting an extension of this due date. This request should be submitted as soon as possible and describe completely the reason(s) and need for the extension and state the date on which the report will be received by the Department.
4. The request for an extension must be received in the OMS no later than 5:00 p.m. on the fourth business day before the due date through the performancecontractsupport@dbhds.virginia.gov email mailbox.
5. The OMS will act on all requests for due date extensions that are received in accordance with this process and will notify the requesting CSB of the status of their requests within 2 business of receipt of the request.

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II. CSB Payment Disbursement Schedule

FY 2026 CSB Payment Key Dates			
Warrant #	**Payment Date**	**Due to A/P**	**Payment Adjustments due from CO Program Staff**
1	July 8, 2025	June 20, 2025	June 13, 2025
2	July 15, 2025	July 7, 2025	June 27, 2025
3	August 1, 2025	July 22, 2025	July 15, 2025
4	August 15, 2025	August 5, 2025	July 25, 2025
5	September 3, 2025	August 15, 2025	August 8, 2025
6	September 15, 2025	September 5, 2025	August 29, 2025
7	October 1, 2025	September 23, 2025	September 16, 2025
8	October 15, 2025	October 3, 2025	September 26, 2025
9	November 3, 2025	October 17, 2025	October 10, 2025
10	November 17, 2025	November 3, 2025	October 28, 2025
11	December 1, 2025	November 17, 2025	November 7, 2025
12	December 15, 2025	December 5, 2025	November 28, 2025
13	January 2, 2026	December 15, 2025	December 8, 2025
14	January 15, 2026	January 2, 2026	December 26, 2025
15	February 2, 2026	January 16, 2026	January 9, 2026
16	February 17, 2026	February 2, 2026	January 23, 2026
17	March 2, 2026	February 18, 2026	February 6, 2026
18	March 16, 2026	March 2, 2026	February 20, 2026
19	April 1, 2026	March 20, 2026	March 13, 2026
20	April 15, 2026	April 3, 2026	March 27, 2026
21	May 1, 2026	April 22, 2026	April 15, 2026
22	May 15, 2026	May 1, 2026	April 27, 2026
23	June 1, 2026	May 22, 2026	May 15, 2026
24	June 15, 2026	June 8, 2026	June 2, 2026

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FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
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Exhibit E: Performance Contract Schedule and Process
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CY 2025 Federal Reimbursement Schedule

Beginning of Submission Period	Due Date for Requests	Due Date for L1 Approval	Due Date for L2 Approval	Drawdowns Due/Final Review Date	Date of Payment
December 21, 2024	January 21, 2025	February 3, 2025	February 10, 2025	February 13, 2025	February 20, 2025
January 22, 2025	February 20, 2025	March 3, 2025	March 11, 2025	March 14, 2025	March 20, 2025
February 21, 2025	March 20, 2025	April 4, 2025	April 14, 2025	April 16, 2025	April 21, 2025
March 21, 2025	April 21, 2025	May 2, 2025	May 12, 2025	May 16, 2025	May 20, 2025
April 22, 2025	May 20, 2025	June 4, 2025	June 13, 2025	June 17, 2025	June 20, 2025
May 21, 2025	June 20, 2025	July 3, 2025	July 14, 2025	July 17, 2025	July 21, 2025
June 21, 2025	July 21, 2025	August 4, 2025	August 13, 2025	August 15, 2025	August 20, 2025
July 22, 2025	August 20, 2025	September 3, 2025	September 15, 2025	September 17, 2025	September 22, 2025
August 21, 2025	September 19, 2025	October 3, 2025	October 13, 2025	October 15, 2025	October 20, 2025
September 20, 2025	October 20, 2025	November 3, 2025	November 13, 2025	November 17, 2025	November 20, 2025
October 21, 2025	November 20, 2025	December 4, 2025	December 15, 2025	December 17, 2025	December 22, 2025
November 21, 2025	December 19, 2025	January 5, 2026	January 14, 2026	January 16, 2026	January 21, 2026

ayments that remain unexpended at the end of the period of performance should be refunded to DBHDS. If the period of performance coincides with the federal grant award period, the funds will be refunded through the Federal Balance Report

CY 2026 Federal Reimbursement Schedule

Month	Beginning of Submission Period	Due Date for Requests	Due Date for L1 Approval	Due Date for L2 Approval	Drawdowns Due/Final Review Date	Date of Payment
January	December 20, 2025	January 20, 2026	February 3, 2026	February 10, 2026	February 13, 2026	February 20, 2026
February	January 21, 2026	February 20, 2026	March 3, 2026	March 10, 2026	March 13, 2026	March 20, 2026
March	February 21, 2026	March 20, 2026	April 3, 2026	April 10, 2026	April 13, 2026	April 20, 2026
April	March 21, 2026	April 20, 2026	May 4, 2026	May 11, 2026	May 14, 2026	May 20, 2026
May	April 21, 2026	May 20, 2026	June 3, 2026	June 10, 2026	June 15, 2026	June 22, 2026
June	May 21, 2026	June 19, 2026	July 2, 2026	July 10, 2026	July 13, 2026	July 20, 2026
July	June 20, 2026	July 20, 2026	August 3, 2026	August 10, 2026	August 14, 2026	August 20, 2026
August	July 21, 2026	August 20, 2026	September 3, 2026	September 10, 2026	September 14, 2026	September 21, 2026
September	August 21, 2026	September 21, 2026	October 2, 2026	October 12, 2026	October 14, 2026	October 20, 2026
October	September 22, 2026	October 20, 2026	November 3, 2026	November 10, 2026	November 13, 2026	November 20, 2026
November	October 21, 2026	November 20, 2026	December 3, 2026	December 10, 2026	December 14, 2026	December 21, 2026
December	November 21, 2026	December 21, 2026	January 4, 2027	January 12, 2027	January 15, 2027	January 20, 2027

Note: Upfront payments that remain unexpended at the end of the period of performance should be refunded to DBHDS. If the period of performance coincides with the federal grant award period, the funds will be refunded through the Federal Balance Report process in the fall.

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AMENDMENT 3
AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT - SUPPLEMENTAL DOCUMENT
Exhibit F: Federal Grant Compliance Requirements
Contract No. P1636.3

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AMENDMENT 3
AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT - SUPPLEMENTAL DOCUMENT
Exhibit F: Federal Grant Compliance Requirements
Contract No. P1636.3

I. Background

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

As a primary recipient of federal funds, state agencies serve a pass-through role in which funds are sub-awarded to Subrecipients. federal regulations require that pass-through entities provide monitoring of their Subrecipient which is outlined in Sections 200.300 through 200.476 in 2 C.F.R. Part 200 and Sections 75.300 through 75.477 in 45 C.F.R. Part 75 for SAMHSA awards. Further, audit requirements contained in 2 C.F.R. Part 200, Subpart F and 45 C.F.R. Part 75, Subpart F for SAMHSA awards, require that pass-through entities monitor the activities of their Subrecipient, as necessary, to ensure that federal awards are used appropriately and that performance goals are achieved.

In order to further the provision of necessary goods and services to the community, DBHDS may enter federally funded subrecipient relationships with Community Service Boards (CSBs). This exhibit provides certain compliance requirements and other specific and general grant information for the federal grant funds that DBHDS passes-through to the CSBs.

II. Defined Terms

Administrative Proceeding – A non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and State level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Capital Expenditures – Expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

Conference – A meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-federal entity and is necessary and reasonable for successful performance under the federal award.

Conviction – For purposes of this award term and condition, a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

De Minimis Rate – Pursuant to 2 CFR 200.414, this is the default indirect cost rate for any non-federal entity that does not have a current negotiated (including provisional) indirect cost rate. The rate is set at 15% of modified total direct costs (MTDC).

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

Employee - An individual employed by the subrecipient who is engaged in the performance of the project or program under this award; or another person engaged in the performance of the project or program under this award and not compensated by the subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

Entity – Any of the following, as defined in 2 CFR Part 25: a Governmental organization, which is a State, local government, or Indian tribe; a foreign public entity; a domestic or foreign nonprofit organization; a domestic or foreign for-profit organization; a federal agency, but only as a subrecipient under an award or sub-award to a non-Federal entity.

Equipment – Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $10,000.

Executive – Officers, managing partners, or any other employees in management positions.

Expenditure – A transaction for which cash has been dispersed to an entity to pay for a good or service.

Forced labor - Labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Funding Opportunity Announcement (FOA) – The document that all federal agencies utilize to announce the availability of grant funds to the public. This is used interchangeably with NOFO.

Indirect Costs (IDC) – Costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved.

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

Major Medical Equipment – An item intended for a medical use that has a cost of more than $5,000 per unit.

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

Modified Total Direct Cost – The MTDC base consists of 1) all direct salaries and wages; 2) applicable fringe benefits; 3) materials and supplies; 4) services; 5) travel, and 6) up to the first $50,000 of each subaward or contract (regardless of the period of performance of the subaward or contract under the award).

The MTDC base **must exclude**: expenditures for equipment; capital expenditures; charges for patient care; rental costs; tuition reimbursement; scholarships and fellowships; participant support costs [direct costs for items such as travel allowances and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects], and; the portion of each subaward or contract in excess of $50,000.

Notice of Award (NOA) – The official award document issued by the federal granting agency that notifies the primary recipient of their award amount.

Notice of Funding Opportunity (NOFO) – The document that all federal agencies utilize to announce the availability of grant funds to the public. This is used interchangeably with FOA.

Obligation – Orders placed for property and services, contracts and subawards made, and similar transactions during the Period of Performance.

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

Period of Performance – The timeframe in which the Subrecipient may incur obligations on funding received because of an agreement between DBHDS and the CSB which is funded with federal grant money.

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

Subaward – A legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received the federal award and that the recipient awards to an eligible subrecipient.

Subrecipient – A non-federal entity that receives a subaward from the recipient (or Pass-Through Entity) under this award to carry out part of a federal award, including a portion of the scope of work or objectives, and is accountable to the Pass-Through Entity for the use of the Federal funds provided by the subaward. Grant recipients are responsible for ensuring that all sub-recipients comply with the terms and conditions of the award, per 45 CFR §75.101.

Supplant – To replace funding of a recipient's existing program with funds from a federal grant.

System of Award Management (SAM) – The Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at: http://www.sam.gov).

Total compensation – The cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)): salary and bonus; awards of stock, stock options, and stock appreciation rights (use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments); earnings for services under non-equity incentive plans (this does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees); change in pension value (this is the change in present value of defined benefit and actuarial pension plans); above-market earnings on deferred compensation which is not tax-qualified and; other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of

life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000. [75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]

Total value of currently active grants, cooperative agreements, and procurement contracts – Only the Federal share of the funding under any Federal award with a recipient cost share or match; and the value of all expected funding increments under a federal award and options, even if not yet exercised [81 FR 3019, Jan. 20, 2016].

Unique Entity Identifier (UEI) – The identifier required for SAM registration to uniquely identify business entities.

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

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

As the pass-through entity for federal grant funds, DBHDS must comply and provide guidance to the subrecipient in accordance with U.S. C.F.R. 2 § 200.332 and CFR 45 § 75.352 (for SAMHSA awards). DBHDS shall:

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

1. Subrecipient name (which must match the name associated with its unique entity identifier).
2. Subrecipient's unique entity identifier.
3. Federal Award Identification Number (FAIN).
4. Federal Award Date (see § 200.1 and § 75.2 Federal award date) of award to the recipient by the awarding agency.
5. Subaward Period of Performance Start and End Date (Dates within which DBHDS may expend funds).
6. Subaward Budget Period Start and End Date (Dates within which the subrecipient may expend funds from a subaward).
7. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient.
8. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation.
9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity.
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA).
11. Name of Federal awarding agency, pass-through entity, and contract information for awarding official of the pass-through entity.
12. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement.
13. Identification of whether the award is R&D; and
14. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 and § 75.414).

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

C. Negotiate with the subrecipient an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis indirect cost rate as defined in § 200.414(f) and § 75.414(f).

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

1. Reviewing financial and performance reports required by the pass-through entity.
2. Following up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
3. Issuing a management decision for audit findings pertaining to the federal award provided to the subrecipient from the pass-through entity as required by § 200.521 and § 75.521.
4. The Department shall evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
5. The Department shall verify that every subrecipient is audited as required by subpart F when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 and §75.501.
6. The Department shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

IV. General Federal Grant Requirements for the Department and CSBs

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

A. SAMHSA GRANTS

1. **Grant Oversight:** The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 - 200.333 and 45 CFR 75.351 – 75.353, Sub-recipient monitoring and management.
2. **Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds from DBHDS that resulted from funds obtained from the Health and Human Services (HHS) Payment Management System), the subrecipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the subrecipient cannot accept the terms, the subrecipient should notify the Program contact at DBHDS prior to the execution of its Exhibit D or Notice of Award. Once the Exhibit D or Notice of Award is executed by the subrecipient, the contents of the Exhibit D or Notice of Award are binding on the subrecipient until modified and signed by both parties.

   Certification Statement: By invoicing DBHDS for funds, the subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Department of Health and Human Services'(DHHS) grants or cooperative agreement awards, and their Subrecipient, must comply with all terms and conditions of their

awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (HHS Grants Policy Statement Oct. 1, 2024), including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the FOA, the NOFO, or the NOA.

3. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards**: The NOA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200 as codified by HHS at 45 CFR Part 75.
4. **Award Expectations:** The eligibility and program requirements originally outlined in the FOA or NOFO must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA). Subrecipient must comply with the Scope of Services of their award.
5. **Flow down of requirements to sub-recipients:** The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 – 2 CFR 200.332 and 45 CFR 75.351 – 75.353, Subrecipient monitoring and management.
6. **Risk Assessment:** SAMHSA's Office of Financial Advisory Services (OFAS) may perform an administrative review of the subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75 and 2 CFR 200, as applicable. DBHDS reviews and determines the risk associated with its Subrecipient. As part of the risk assessment process, DBHDS may perform an administrative review of the subrecipient's financial management system.
7. **Improper Payments:** Any expenditure by the Subrecipient which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Department of Health and Human Services, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the NOA, FOA, NOFO or this Exhibit, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS for the given program or any other funding agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of the applicable Performance Contract.
8. **Treatment of Property and Equipment:** If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s) in accordance with 2 CFR 200.1 and 45 CFR 75.2. Equipment is defined in the defined terms section of this Exhibit.
9. **Program Income:** Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.

10. **Financial Management:** The Subrecipient shall maintain a financial management system and financial records and shall administer funds received in accordance with all applicable federal and state requirements, including without limitation:
    1) the Uniform Guidance, 2 C.F.R. Part 200 and 45 C.F.R. Part 75.
    2) the NOA; and
    3) FOA or NOFO

    The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Exhibit.
11. **Audit of Financial Records:** The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200.500 - 200.521 (Audits of States, Local, Governments and Non-Profit organizations) and 45 CFR 75.500 – 75.521 as applicable. The Subrecipient will, if total Federal funds expended are $1,000,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards (2 CFR 200.501(a) and 45 CFR 75-501(a)).

    If total federal funds expended are less than $1,000,000 for a year the Subrecipient is exempt from federal audit requirements (2 CFR 200.501(d) and 45 CFR 75-501(d)), but the Subrecipient's records must be available to the Pass-Through Agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Further, the subrecipient shall complete the certification letter included in Exhibit F (B) disclosing that they are not subject to the single audit requirement.

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

    Pursuant to 2 CFR 200.334 and 45 CFR 75.361, the Subrecipient shall retain all books, records, and other relevant documents for three (3) years from the end of the calendar year in which the grant period terminates. If any litigation, claim, or audit is initiated prior to the expiration of the 3-year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DBHDS, its authorized agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.
12. **Accounting Records and Disclosures:** The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Recipient and SAMHSA may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).
13. **Standards for Documentation of Personnel Expenses:** The Subrecipient shall comply with 2 CFR 200.430 and 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 and 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 2 CFR

200.430(g)(3) and 45 CFR 75.430(g)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (2 CFR 200.430 and 45 CFR 75.430), must also be supported by the appropriate records.

14. **Non-Supplant:** Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
15. **Unallowable Costs:** All costs incurred prior to the award issue date and costs not consistent with the FOA/NOFO, 2 CFR Part 200, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable.
16. **Executive Pay:** Pursuant to Executive Order and effective January 1, 2024, the amount of direct salary to Executive Level II of the Federal Executive Pay scale is restricted to $221,900.
17. **Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:** If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 45 C.F.R. 75 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the Department of Health and Human Services.
18. **Ad Hoc Submissions:** Throughout the project period, SAMHSA or DBHDS may require submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
    - Payroll
    - Purchase Orders
    - Contract documentation
    - Proof of Project implementation
19. **Conflicts of Interest Policy:** Subrecipient must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
    - Address conditions under which outside activities, relationships, or financial interest are proper or improper.
    - Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official.
    - Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
    - Specify the nature of penalties that may be imposed for violations.
20. **Administrative and National Policy Requirements:** Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.
21. **Marijuana Restriction:** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to

"ensure that Federal funding is expended in full accordance with U.S. statutory requirements."); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

22. **Confidentiality of Alcohol and Drug Abuse Patient Records:** The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
23. **Drug-Free Workplace:** The Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
24. **Promotional Items:** Pursuant to 2 CFR 200.421 and 45 CFR 75.421, SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags. HHS Policy on the Use of Appropriated Funds for Promotional Items: https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotionalitems/index.html
25. **SAM and UEI Requirements:** This award is subject to requirements as set forth in 2 CFR 25.300 - Requirement for recipients to ensure subrecipients have a unique entity identifier. This requires the subrecipient to obtain a Unique Entity Identifier (UEI) to be eligible to receive subrecipient awards.
26. **Acknowledgement of Federal Funding in Communications and Contracting:** As required by HHS appropriations acts, all HHS recipients and Subrecipient must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients and Subrecipient are required to state: (1) the percentage and dollar amount of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.
27. **Acknowledgement of Federal Funding at Conferences and Meetings:** Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children,

and the elderly. See also 2 CFR 200.438/45 CFR 75.438, 2 CFR 200.456/45 CFR 75.456, 2 CFR 200.475 - 476/45 CFR 75.474, - 75.475.

When a conference is funded by a grant or cooperative agreement, the recipient and/or subrecipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Conference materials and other publications must include language that conveys the following:

a. The publication, event or conference was funded [in part or in whole] by SAMHSA Grant (Enter Grant Number from the appropriate federal NOA that was sent out to your CSB).
b. The views expressed in written materials or by conference speakers and moderators do not necessarily reflect the official policies of the U.S. Department of Health and Human Services or the Executive Branch of the Commonwealth of Virginia.
c. Mention of trade names, commercial practices or organizations does not imply endorsement by the U.S. Government or the Commonwealth of Virginia.

28. **Mandatory Disclosures:** Consistent with 2 CFR 200.113 and 45 CFR 75.113, the Subrecipient must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, waste, abuse, or gratuity violations potentially affecting the Federal award. Subrecipient must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

U.S. Department of Health and Human Services
Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building Room 5527
Washington, DC 20201
Fax: (202) 205-0604
(Include "Mandatory Grant Disclosures" in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 and 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31U.S.C. 3321).

The Subrecipient will notify DBHDS when violations are reported to HHS Office of Inspector General within three business days.

29. **Lobbying Restrictions:** Pursuant to 2 CFR 200.450 and 45 CFR 75.450, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation

to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

30. **Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), amended by 2 C.F.R. Part 175:** The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
    a) Engage in severe forms of trafficking in persons during the period that the award is in effect.
    b) Procure a commercial sex act during the period that the award is in effect; or,
    c) Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2 C.F.R. 175.15(b). See http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf

31. **Accessibility Provisions:** Recipients and Subrecipient of Federal Financial Assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients and Subrecipient of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

    The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see:
    http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html
    Recipients and Subrecipient of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see-
    http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html
    Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at https://www.hhs.gov/civil- rights/index.html or call 1-800-368-1019 or TDD 1-800- 537-7697.

    Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients and Subrecipient should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6.

32. **Executive Order 13410: Promoting Quality and Efficient Health Care:** This Executive Order promotes efficient delivery of quality health care using health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and Subrecipient that electronically exchange patient level health information to external entities where national standards exist must:

a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through their federally funded agreement/contract with DBHDS. Please consult www.healthit.gov for more information, and
b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.

33. **Travel:** Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.

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

35. **Intangible Property Rights:** Pursuant to 2 CFR 200.315 and 45 CFR 75.322:
    a) Title to intangible property (as defined in the Definitions Section of this Exhibit) acquired under a federal award vest upon acquisition in the non-Federal entity. The non-federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).
    b) The non-federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
    c) The Non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
    d) The federal government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
    e) Freedom of Information Act:
        1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the HHS awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the HHS awarding agency obtains the research data solely in response to a FOIA request, the HHS awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the HHS awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
        2) Published research findings means when:
        (i) Research findings are published in a peer-reviewed scientific or technical journal; or

(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal Government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

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

f) The requirements set forth in paragraph (E)(1) of this part do not apply to commercial organizations.

The Pass-Through Agency reserves the irrevocable right to utilize any Intangible Property described above, royalty-free, for the completion of the terms of this Grant and any associated agreement.

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

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

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

39. **Immigration Reform and Control Act of 1986:** The Subrecipient certifies that the Subrecipient does not and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

40. **Construction Purchases:** SAMHSA grant funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to $5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).

41. **Residential or Outpatient Treatment:** SAMHSA grant funds may not be used to provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible).

42. **Inpatient Services:** SAMHSA grant funds may not be used to provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.

43. **Direct Payments to Individuals:** SAMHSA grant funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. Note: A recipient or treatment or prevention provider may provide up to $30 in non-cash incentives to individuals to participate in required data collection follow-up and other treatment or prevention services.

44. **Meals:** Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed $3.00 per person per day.

45. **Sterile Needles or Syringes:** Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

46. **Compliance with Federal Regulations/Statute/Policy:** The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned including 2 C.F.R. § 200, 45 C.F.R. § 75, the Health and Human Services Grants Policy Statement, or any other source.

A. Treasury Grants

1. Grant Oversight: The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331 - 200.333, Sub-recipient monitoring and management.

2. Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds, the Subrecipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the Subrecipient cannot accept the terms, the Subrecipient should notify the Program contact at DBHDS prior to the agreement. Once the agreement is signed by the Subrecipient, the contents are binding on the Subrecipient unless and until modified by a revised agreement signed by DBHDS.

3. Certification Statement: By invoicing DBHDS for funds, the Subrecipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and drawdown funds. Recipients of Coronavirus State and Local Recovery Funds, and their subrecipients, must comply with all terms and conditions of their awards, including: (a) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (b) applicable requirements or limitations in appropriations acts; and (c) any requirements specific to the particular award specified in program policy and guidance.

4. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: The agreement issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.

5. Award Expectations: The eligibility and program requirements originally outlined in the Federal Guidance issued because of the American Rescue Plan Act 2021 must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as determined by DBHDS. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by or amended guidance is provided by the US Department of Treasury and/or Commonwealth of Virginia Department of Planning & Budget. Subrecipients must comply with the Scope of Services of this agreement as outlined in the Performance Contract.

6. Flow down of requirements to sub-recipients: The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR 200.331-332 - Subrecipient monitoring and management.

7. Risk Assessment: The responsible federal agency may perform an administrative review of the Subrecipient organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 2 CFR 200.206, as applicable. DBHDS reviews and determines the risk associated with its subrecipients. As part of the risk assessment process, DBHDS may perform an administrative review of the Subrecipient's financial management system.

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

9. Limitations on Expenditures: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date of this agreement, or following the end of the Period of Performance. DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are:
   1) Reasonable and necessary to carry out the agreed upon Scope of Services in Section III and Attachment C of this Agreement,
   2) Documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and
   3) Incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

10. Treatment of Property and Equipment: If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to

recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal guidelines in accordance with 2 CFR 200.313.

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

12. Financial Management: The Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this agreement in accordance with all applicable federal and state requirements, including without limitation:
    a) the Uniform Guidance, 2 C.F.R. Part 200.
    b) State and Local Fiscal Recovery Funds – Compliance and Reporting Guidance Ver 1.1 dated June 24, 2021
    c) The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

13. Audit of Financial Records: The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) as applicable. The Subrecipient will, if total Federal funds expended are $1,000,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards (2 CFR 200 Subpart F – Audit Requirements).

    If total federal funds expended are less than $1,000,000 for a year the Subrecipient is exempt from federal audit requirements (2 CFR 200-501(d)), but the Subrecipient's records must be available to the Pass-Through Agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Further, the subrecipient shall complete the certification letter included in Exhibit F (B) disclosing that they are not subject to the single audit requirement.

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

    Pursuant to 2 CFR 200.334, the Subrecipient shall retain all books, records, and other relevant documents for three (3) years from the end of the calendar year in which the grant period terminates. In the event that any litigation, claim, or audit is initiated prior to the expiration of the 3-year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DBHDS, its authorized agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.

14. Accounting Records and Disclosures: The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets,

liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Primary Recipient or responsible federal agency may conduct a financial compliance audit and on-site program review of this project as outlined in paragraph (11).

15. Standards for Documentation of Personnel Expenses: The Subrecipient shall comply with 2 CFR 200.430 Compensation-Personal Services and 2 CFR 200.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 2 CFR 200.430(i) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (2 CFR 200.430(i)(3)), must also be supported by records

16. Non-Supplant: Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award recipients and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

17. Unallowable Costs: All costs incurred prior to the award issue date and costs not consistent with the allowable activities under the guidance for the Coronavirus State and Local Fiscal Recovery Funds, 31 CFR 35, and 2 CFR 200 Subpart E – Cost Principles, are not allowable under this award.

18. Executive Pay: Pursuant to Executive Order and effective January 1, 2024, the amount of direct salary to Executive Level II of the Federal Executive Pay scales restricted to $221,900.

19. Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship:
If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 2 CFR 200 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the US Department of Treasury.

20. Ad Hoc Submissions: Throughout the project period, the responsible federal agency or DBHDS may determine that a grant or Subrecipient Funding Agreement requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to the following:
    - Payroll
    - Purchase Orders
    - Contract documentation
    - Proof of Project implementation

21. Conflicts of Interest Policy: Subrecipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
    • Address conditions under which outside activities, relationships, or financial interest are proper or improper;
    • Provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;

• Include a process for notification and review by the responsible official of potential or actual violations of the standards; and
• Specify the nature of penalties that may be imposed for violations.

22. Administrative and National Policy Requirements: Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient/subrecipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulations.

23. Marijuana Restriction: Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 2 C.F.R. 200.300(a) (requiring HHS to "ensure that Federal funding is expended in full accordance with U.S. statutory requirements."); 21 U.S.C. § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the Drug Enforcement Agency and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

24. Confidentiality of Alcohol and Drug Abuse Patient Record: The regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12(b)). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The recipient and/or subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

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

26. Promotional Items: Pursuant to 2 CFR 200.421(e), Federal funding awarded under Coronavirus State and Local Recovery Funds may not be used for Promotional Items.

Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

27. SAM and UEI Requirements: This award is subject to requirements as set forth in 2 CFR 25 - Universal Identifier And System For Award Management. This includes the following:

    A. Requirement for SAM: Unless exempted from this requirement under 2 CFR 25.110, the Subrecipient must maintain its information in SAM, until the final financial report required under this agreement or receive the final payment, whichever is later. The information must be reviewed and updated at least annually after the initial registration, and more frequently if required by changes in the information or the addition of another award term.

    B. Requirement for Unique Entity Identifier (UEI) if you are authorized to make subawards under this award, you: Must notify potential subrecipients that no governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient may receive a subaward unless the entity has provided its unique entity identifier; and

    May not make a subaward to a governmental organization, foreign public entity, domestic or foreign nonprofit organization, or Federal agency serving as a subrecipient, unless the entity has provided its unique entity identifier.

28. Mandatory Disclosures: Consistent with 2 CFR 200.113, the Subrecipient must disclose in a timely manner, in writing to the US Department of Treasury and the primary recipient, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, waste, abuse, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the US Department of Treasury, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

    Failure to make required disclosures can result in any of the remedies described in 45 CFR 200.339 -Remedies for Noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The Subrecipient will notify DBHDS when violations are reported to the federal government within three business days.

29. Lobbying Restrictions: Pursuant to 2 CFR 200.450, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

30. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)) amended by 2 C.F.R. Part 175:
The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
b) Procure a commercial sex act during the period of time that the award is in effect; or,
c) Use forced labor in the performance of the award or subawards under the award.
d) The text of the full award term is available at 2 C.F.R. 175.15(b).

31. Accessibility Provisions: Recipients and subrecipients of Federal Financial Assistance (FFA) from the Coronavirus State and Local Recovery Fund are required to administer their programs in compliance with Federal civil rights law implemented by US Department of Treasury as codified in 31 CFR part 22 and 31 CFR part 23.

These requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

32. Executive Order 13410: Promoting Quality and Efficient Health Care: This Executive Order promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all recipients and subrecipients that electronically exchange patient level health information to external entities where national standards exist must:
a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and
b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov.

33. Travel: Funds used to attend meetings, conferences or implement the activities of this grant must not exceed the lodging rates and per diem for Federal travel and Meal/Incidental expenses provided by the General Services Administration. These rates vary by jurisdiction.

34. English Language: All communication between the Pass-Through Agency and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars.

Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.

35. Intangible Property Rights Pursuant to 2 CFR 200.315:
    A. Title to intangible property (as defined in the Definitions Section of this Agreement) acquired under a Federal award vest upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e).
    B. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.

       The Non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
    C. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

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

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

    3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:(i) Trade secrets, commercial

information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and(ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

The requirements set forth in paragraph (E)(1) of this part do not apply to commercial organizations. The Pass-Through Agency reserves the irrevocable right to utilize any Intangible Property described above, royalty-free, for the completion of the terms of this Grant and Agreement.

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

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

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

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

41. Construction Purchases: Coronavirus State and Local Recovery Funds may not be used for the purchase or construction of any building or structure to house any part of the program (Applicants may request up to $5,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project).

42. Meals: Meals are allowable so long as they are part of conferences or allowable non-local travel and do not exceed the per diem reimbursement rate allowed for the jurisdiction by the General Services Administration. Grant funds may be used for light snacks, not to exceed $3.00 per person per day.

43. Sterile Needles or Syringes: Funds may not be used to provide sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

44. Compliance with Federal Regulations/Statute/Policy: The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned in this agreement including 2 C.F.R. § 200, or any other source.

AMENDMENT 3
AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT - SUPPLEMENTAL DOCUMENT
Exhibit F: Federal Grant Compliance Requirements
Contract No. P1636.3

V. Federal Grant Specific Requirements

There are additional requirements to the grants included in Section IV of this Exhibit that are not universal to all grants that DBHDS administers. Included below, by grant name, is a list of the grant specific requirements as required by federal statute, regulation, and policy. Use this link for Allowable Recovery Support Services Expenditures through the SUBG and the MHBG.

A. SAMHSA GRANTS

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

Pursuant to the Notice of Award received by DBHDS and the Notice of Funding Opportunity Announcement (TI-24-008) associated with the State Opioid Response Grant, the following are requirements of the funding distributed to the Subrecipient from this grant.

a. Restrictions on Expenditures: State Opioid Response Grant funds may not be used to:

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

ii. Pay for a grant or subaward to any agency which would deny any eligible client, patient, or individual access to their program because of their use of Food and Drug Administration (FDA)-approved medications for the treatment of substance use disorders.

iii. Provide incentives to any health care professional for receipt of any type of professional training development.

iv. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See U.S.C. § 1320a-7b).

v. Funds may not be used to make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).

vi. A recipient or treatment or prevention provider may provide up to $30 noncash incentive to individuals to participate in required data collection follow-up. This amount may be paid for participation in each required follow-up interview. For programs including contingency management as a component of the treatment program, clients may not receive contingencies totaling more than $75 per budget period. The incentive amounts may be subject to change. SOR funds cannot be utilized for Contingency management without an approval from DBHDS. All subrecipients receiving funding to support contingency management must have a written policy and procedures that outline the intention and goals regarding contingency management, and step-by- step instructions that explains how to implement the policy.

b. Expenditure Guidelines:

i. Grant funds:

a) For treatment and recovery support services grant funds shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.

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

c) If medications for the treatment of opioid use disorder (MOUD) are made available to those diagnosed with opioid use disorder (OUD), they shall include FDA-approved treatments such as: methadone, buprenorphine products, including

single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

d) May only fund FDA approved products.

c. Limitations on Reimbursements: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in section IV.

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

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

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

DBHDS
PO Box 1797
Richmond, VA 23218-1797
C/O Eric Billings

Funds for this grant may also be returned via an electronic ACH payment to DBHDS' Truist Bank 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 is utilized, the Subrecipient shall provide email notification of their intention to provide payment electronically to:

Eric.Billings@dbhds.virginia.gov

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

The Subrecipient agrees, to the extent permitted by law, that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. DBHDS understands that CSB is a political subdivision of the Commonwealth of Virginia and is legally prohibited from entering hold harmless and indemnification provisions. Local governments in Virginia have sovereign immunity from tort suits and cannot waive or contract away their immunity or assume the liability of another absent specific statutory authority. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

2. **Substance Abuse Prevention and Treatment Block Grant (SUD FBG)**
Pursuant to the Substance Abuse Prevention and Treatment Block Grant (SAPTBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient.

   a. **Restrictions on Expenditures:** No SAPTBG funds may not be used for any of the following purposes:
      i. To provide inpatient hospital services.
      ii. To make cash payments to intended recipients of health services.
      iii. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment as defined in the Defined Terms section of this Exhibit.
      iv. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
      v. To provide financial assistance to any entity other than a public or non-profit entity.
      vi. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome.
   b. **Grant Guidelines:**
      i. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).
      ii. No entity receiving SAPTBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973

(29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).

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

iv. This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder, including to fund priority substance use disorder treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time. Further these funds can be utilized to fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance, fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment, and collecting performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. To the extent possible, other funding sources must be utilized first except where prohibited by law or regulation. Substance Abuse Block Grant funding must, however, be the payor of last resort when providing treatment services to pregnant women, women with children, children, and individuals with Tuberculosis or HIV pursuant to 45 CFR 96.124, 127, and 128.

v. Target and priority populations are pregnant and parenting women and intravenous (IV) drug users. In providing treatment services to these target and priority populations, providers must offer treatment in order of population preference as outlined in 45 CFR 96.131 (a) which is as follows:
   a) Pregnant injecting drug users.
   b) Pregnant substance abusers.
   c) Injecting drug users.
   d) All others

vi. Allowable SAPTBG services include: Healthcare Home/Physical Health (General and specialized outpatient medical services, Acute Primary care, General Health Screens, Tests and Immunizations, Comprehensive Care Management, Care coordination and Health Promotion, Comprehensive Transitional Care, Individual and Family Support, Referral to Community Services), Prevention and Promotion (Including Promotion, such as Screening, Brief Intervention and Referral to Treatment, Brief Motivational Interviews, Screening and Brief Intervention for Tobacco Cessation, Parent Training, Facilitated Referrals, Relapse Prevention/Wellness Recovery Support, Warm Line); Engagement Services (including Assessment, Specialized Evaluations (Psychological and Neurological), Service Planning (including crisis planning), Consumer/Family Education, Outreach); Outpatient Services (including Individual evidenced based therapies, Group therapy, Family therapy, Multi-family therapy, Consultation to Caregivers); Medication Services (including Medication management, Pharmacotherapy including MAT; Laboratory services); Community Rehabilitative Support (including Parent/Caregiver Support, Skill building (social, daily living, cognitive), Case management, Behavior management, Supported employment, Recovery housing, Therapeutic mentoring, Traditional healing services); Recovery Supports (including Peer Support, Recovery Support Coaching, Recovery Support Center Services, Supports for Self-Directed Care); and Other Habilitative Supports (including Respite; Supported Education; Transportation; Assisted living services; Recreational services; Trained behavioral health interpreters; Interactive communication technology devices); Intensive Support Services (including

Substance abuse intensive outpatient; Partial hospital; Intensive home based services; Multi-systemic therapy; Intensive Case Management); Out of Home Residential Services (including Crisis residential/stabilization, Clinically Managed 24 Hour Care (SA), Clinically Managed Medium Intensity Care (SA), Adult Substance Abuse Residential, Adult Mental Health Residential, Youth Substance Abuse Residential Services, Children's Residential Mental Health Services, Therapeutic foster care); and Acute Intensive Services (including Mobile crisis, Peer based crisis services, Urgent care, 23 hr. observation bed, Medically Monitored Intensive Inpatient (SA), 24/7 crisis hotline services).

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in its Exhibit D, Exhibit G, or Notice of Award.

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

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

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

   b. **Grant Guidelines:**

      1. No entity receiving CMHSBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
      2. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
      3. The Subrecipient must provide the services through appropriate, qualified community programs, which may include community mental health centers, child mental-health

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

4. Treatment and competency restoration services may be provided to individuals with a serious mental illness or serious emotional disturbance who are involved with the criminal justice system or during incarceration.
5. Medicaid and private insurance, if available, must be used first.

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or more than 40 days after the appropriate Award Period included in section IV.

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4. **Projects for Assistance in Transition from Homelessness (PATH)**
Pursuant to the Notice of Award received by DBHDS, Notice of Funding Opportunity Announcement (SM-24-F2), and relevant statutes associated with the Project for Assistance in Transition from Homelessness (PATH) Grant, the following are requirements of the funding distributed to the Subrecipient.

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

b. **Grant Guidelines:**
   1. All funds shall be used for the purpose of providing the following:
      a) Outreach services including the prioritization of eligible veterans.
      b) Screening and diagnostic treatment services.
      c) Habilitation and rehabilitation services.
      d) Community mental health services.
      e) Alcohol or drug treatment services.
      f) Staff training including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other organizations serving eligible individuals.
      g) Support for the training and certification of provider staff in the SSI/SSDI Outreach, Access, and Recovery (SOAR) model, designed to increase access to disability income benefits for eligible individuals who are experiencing or at risk of homelessness.
      h)
      i) Case management services including:
         i. Preparing a plan for the provision of community mental health services to the eligible homeless individual involved and reviewing such plan not less than once every three months.
         ii. Helping in obtaining and coordinating social and maintenance support services for eligible individuals, including services related to daily living activities, peer support, personal financial planning, transportation, and obtaining identification and other essential documents.
         iii. Providing recovery support services such as job training, educational services, and relevant housing services, including use of peer providers to assure that these services are successfully accessed by eligible individuals.
         iv. Helping in obtaining and coordinating income support services, housing assistance, food stamps, and supplemental social security income benefits.
         v. Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act if the eligible individuals are receiving aid under title XVI of such act and if the applicant is designated by the Secretary to provide such services.
         vi. Referring eligible individuals for such other services as may be appropriate.
         vii. Supportive and supervisory services in residential settings including shelters, group homes, recovery housing, supported apartments and other residential settings specifically serving those living with SMI or COD.
         viii. Housing services, as specified in Section 522(b)(10) of the PHS Act, as amended, including: Minor renovation, expansion, and repair of housing (as defined in the Definitions section of this Exhibit).
         ix. Planning of housing.
         x. Technical assistance in applying for housing assistance.
         xi. Improving the coordination of housing services.
         xii. Security deposits.
         xiii. The costs associated with matching eligible homeless individuals with appropriate housing situations.
         xiv. One-time rental payments to prevent eviction.
   2. All funds shall only be utilized for providing the services outlined above to individuals who:
      a) Are suffering from a serious mental illness; or
      b) Are suffering from a serious mental illness and from a substance use disorder; and
      c) Are homeless or at imminent risk of becoming homeless (42 U.S. Code § 290cc-22(a)).
   3. Funding may not be allocated to an entity that:
      a) Has a policy of excluding individuals from mental health services due to the existence or suspicion of a substance use disorder; or

b) Has a policy of excluding individuals from substance use disorder services due to the existence or suspicion of mental illness (42 U.S. Code § 290cc-22(e)).

4. Match amounts agreed to with DBHDS may be:
   a) Cash.
   b) In-kind contributions, that are fairly evaluated, including plant, equipment, or services.
   c) Amounts provided by the federal government or services assisted or subsidized to any significant extent by the Federal Government, shall not be included in determining the amount of match (42 U.S. Code § 290cc-23(b)).
5. Subrecipient may not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S. Code § 6101 et seq.), on the basis of handicap under section 504 of the Rehabilitation Act of 1973 (29 U.S. Code § 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S. Code § 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d et seq.)(42 U.S. Code § 290cc-33(a)(1)).

6. The Subrecipient shall not exclude from participation in, deny benefits to, or discriminate against any individuals that are otherwise eligible to participate in any program or activity funded from the PATH grant (42 U.S. Code § 290cc-33(a)(2)).

   a. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following one year after the end of the appropriate Award Period provided in section IV.

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

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Benjamin.wakefield@dbhds.virginia.gov

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5. Screening Brief Intervention and Referral to Treatment Grant

Pursuant to the Notice of Award received by DBHDS and the Notice of Funding Opportunity Announcement (NOFO) (TI-24-010) associated with the FY 2024 Screening, Brief Intervention and Referral to Treatment Grant, the following are requirements of the funding distributed to the Subrecipient because of this agreement.

a. **Restrictions on Expenditures: Screening Brief Intervention and Referral to Treatment** Grant funds may not be used for any of the following purposes: None for this grant.

b. **Grant Guidelines:**
   1. Funds shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus. An evidence-based practice refers to approaches to prevention or treatment that are validated by some form of documented research evidence.

2. All patients must be screened for substance use. Such screening will be conducted by the Subrecipient or subcontractors of Subrecipient ("Subcontractors"). The Subrecipient or Subcontractors are also encouraged to screen for risk of suicide as well. If a patient screens positive for drug misuse, the Subrecipient or Subcontractors' staff will conduct a brief assessment to ascertain specific type(s) of drug(s) used, consumption level, and impact on functions of daily living to best determine level of severity and refer patients to specialty providers who can determine which specific type of treatment is needed. Subrecipients and Subcontractors with robust mental health services available must screen and assess clients for the presence of co-occurring serious mental illness and SUD and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such co-occurring disorders. In their interventions with children, Subrecipients or Subcontractors must also incorporate education for parents about the dangers of use of, and methods of, discouraging substance use.
3. Subrecipients or Subcontractors, as applicable, must utilize third party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Subrecipients or Subcontractors, as applicable, are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Subrecipients or Subcontractors, as applicable, should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, Subrecipients or Subcontractors, as applicable, are required to implement policies and procedures that ensure other sources of funding are utilized first when available for the individual.
4. All SAMHSA recipients are required to collect and report certain data so that SAMHSA can meet its obligations under the Government Performance and Results (GPRA) Modernization Act of 2010. Recipients are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS); and access will be provided upon notification of award.

c. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following 40 days after the end of the Award Period included in section IV.

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Eric.Billings@dbhds.virginia.gov

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

The Subrecipient agrees, to the extent permitted by law, that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. DBHDS understands that CSB is a political subdivision of the Commonwealth of Virginia and is legally prohibited from entering hold harmless and indemnification provisions. Local governments in Virginia have sovereign immunity from tort suits and cannot waive or contract away their immunity or assume the liability of another absent specific statutory authority. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

6. <u>Strategic Prevention Framework – Partnerships for Success Grant</u>

Pursuant to the Notice of Award received by DBHDS and the Notice of Funding Opportunity Announcement (NOFO) (SP-23-003) associated with the FY 2024 Strategic Prevention Framework –

Partnerships for Success Grant, the following are requirements of the funding distributed to the Subrecipient because of this agreement.

e. **Restrictions on Expenditures: Screening Brief Intervention and Referral to Treatment** Grant funds may not be used for any of the following purposes:
   1. Pay for the purchase or construction of any building or structure to house any part of the program.
   2. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
   3. Pay for housing other than recovery housing which includes application fees and security deposits.
   4. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services (See 42 U.S.C. § 1320a-7b).

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

g. **Limitations on Reimbursements**: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or following 40 days after the end of the Award Period included in section IV.

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

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

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

   DBHDS
   PO Box 1797
   Richmond, VA 23218-1797
   C/O Eric Billings

Funds for this grant may also be returned via an electronic ACH payment to DBHDS' Truist Bank 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 is utilized, the Subrecipient shall provide email notification of their intention to provide payment electronically to:

Eric.Billings@dbhds.virginia.gov

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

The Subrecipient agrees, to the extent permitted by law, that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. DBHDS understands that CSB is a political subdivision of the Commonwealth of Virginia and is legally prohibited from entering hold harmless and indemnification provisions. Local governments in Virginia have sovereign immunity from tort suits and cannot waive or contract away their immunity or assume the liability of another absent specific statutory authority. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

A. Treasury Grants

1. **State and Local Fiscal Recover Fund Grant:** Pursuant to the Interim Final Rule issued by US Department of Treasury pertaining to Coronavirus State and Local Recovery Funds, SLFRF Compliance and Reporting Guidance Ver 2.1 dated November 15, 2021, and 31 CFR 35(A), the following are requirements of the funding distributed to the Subrecipient:
   - **a. Restrictions on Expenditures:** State and Local Fiscal Recovery Fund Grant funds may not be used to:
     - i Pay Funds shall not be used to make a deposit to a pension fund. Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.
     - ii Funds shall not be used towards funding debt service, legal settlements or judgments, and / or deposits to rainy day funds or financial reserves.

b. Expenditure Guidelines:
Grant funds: Shall be used to pay for services and practices that have a demonstrated evidence-base, which are inclusive of: mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.

c. Limitations on Reimbursements: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or after the appropriate Award Period included in section IV.

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

d. Closeout: Final payment request(s) under any associated Agreement must be received by DBHDS no later than thirty (30) days after the end of the Period of Performance referenced in the Exhibit D, Exhibit G, or Notice of Award. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until the end of the Period of Performance to pay for remaining allowable costs unless otherwise instructed in their subaward document by DBHDS.

Any funds remaining unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any unexpended funds remaining at the end of the Period of Performance or, available at the end of a liquidation period for obligations incurred if allowed by the subaward document, will be returned to DBHDS within 30 days of the end of the relevant period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Eric Billings

Funds for this grant may also be returned via an electronic ACH payment to DBHDS' Truist Bank account. The account information and DBHDS' EIN is as follows:

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Routing Number: 061000104

EIN: 546001731

Name and Address of Bank:

Truist Bank

214 North Tryon Street

Charlotte, NC 28202

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Eric.Billings@dbhds.virginia.gov

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

The Subrecipient agrees, to the extent permitted by law, that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. DBHDS understands that CSB is a political subdivision of the Commonwealth of Virginia and is legally prohibited from entering into hold harmless and indemnification provisions. Local governments in Virginia have sovereign immunity from tort suits and cannot waive or contract away their immunity or assume the liability of another absent specific statutory authority. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

VI. List of Federal Grants

The federal grants that DBHDS passes-through to the CSB and the required identifying information that should be used to categorize and track these funds are found in the DBHDS grants management system.

Docusign Envelope ID: 9AAEF661-94B3-4E9D-9B33-AF95547ABBA5

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Exhibit F (B) FY22-23 Single Audit Exemption Form
Contract No. P1636.3

Audit of Financial Records: The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) and 45 CFR 75.500 – 75.521 as applicable.

If total federal funds expended are less than $750,000 for a year the Subrecipient is exempt from federal audit requirements (45 CFR 75-501(d)), however, the Subrecipient's records must be made available to the Pass-Through Agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office and the Comptroller General of the United States upon request, and it must still have a financial audit performed for that year by an independent Certified Public Accountant.

The due date for submission of the audit shall be December 1, the same due date as audits required by OMB 2 CFR 200. Further, if applicable, within 30 days of the effective date of this Agreement, the Subrecipient must submit to DBHDS' Federal Grants Manager a written statement of exemptions to the single audit requirement and a copy of the most recent audited financial statement along with any findings and corrective action plans.

Organization Information:

Agency Name and Address		*FEIN(s)*	*Fiscal Year End Date*
Agency Representative		*Title*	
Telephone	*Fax*	*Email*	

Certification:
For the fiscal year indicated above, the agency did not incur expenditures of $750,000 or more for all federal programs and is not required to have an audit of federal programs in accordance with the Federal Single Audit 2 CFR § 200.501 and 45 CFR 75.501. **The agency, however, agrees to submit an independent financial audit performed by an independent Certified Public Accountant.**

Agency Representative's Signature	*Date*

Independent Auditor Information:

Firm Name and Address		
CPA Name		*Virginia State License Number*
Telephone	*Fax*	*Email*

AMENDMENT 3
AMENDED AND RESTATED
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Contract No. P1636.3

If your agency expended less than $750,000 for all federal programs, please complete the following table for all federal programs where expenditures were incurred:

Sample entry:

Federal Agency	Pass Through Entity (if applicable)	Pass Through Entity Identifying Number	Subrecipient Entity Identifying Contract Number	CFDA #	Total Expenditures for Fiscal Year Ending in 2020 *
SAMHSA	*VA DBHDS*			*93.958*	*$153,000*

Agency Name: _____

Federal Agency	Pass Through Entity (if applicable)	Pass Through Entity *Identifying* Number	Subrecipient Entity *Identifying Contract* Number	CFDA #	Total Expenditures for Fiscal Year Ending in 2020 *

Total expenditures for all federal awards _____

***** Include the value of federal awards expended in the form of non-cash assistance, the amount of insurance in effect during year, and loans or loan guarantees outstanding at year-end.

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AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Exhibit G: Community Services Boards Master Programs Services Requirements
Contract No. P1636.3

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AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Exhibit G: Community Services Boards Master Programs Services Requirements
Contract No. P1636.3

Purpose
The Community Services Board or Behavioral Health Authority (the "CSB") shall comply with certain program service requirements for those community services it provides and the Department of Behavioral Health and Developmental Services ("DBHDS" or " Department") funds under this Exhibit G (the "Exhibit"). All terms, provisions and agreements set forth in the most current version of the Community Services Performance Contract remain in effect, except to the extent expressly modified herein. If the terms set forth in this Exhibit are inconsistent with the most current version of the Community Services Performance Contract, the terms set forth in this Exhibit shall apply.

Notification of Award
For program services under this Exhibit, the Department's Fiscal Services and Grants Management Office (the "FSGMO") and Budget Development Office works with the program offices to provide notification of federal and state grant awards, and baseline funding allocations to the CSB prior to funding disbursement and/or reimbursement. The notice will provide applicable federal and state grant specific information such as: award amounts, period of performance, reconciliation and close out.

See ATTACHMENT 1 of this Exhibit for additional information regarding all state funded program services.

Billing And Payment Terms and Conditions
CSB shall comply with Section 9 of the performance contract.

Use of Funds
Funds provided under this agreement shall not be used for any purpose other than as described herein and/or outlined in Exhibit F: Federal Grant Requirements, ~~a~~nd other federal and state laws or regulations.

CSB agrees that if it does not fully implement, maintain, or meet established terms and conditions as established herein or as subsequently modified by agreement of the Parties, the Department shall be able to recover part or all the disbursed funds as allowable under the terms and conditions of the performance contract.

Limitations on Reimbursements
CSB shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the period of performance.

Reporting Requirements
CSB shall comply and collaborate with the Department regarding all standard and additional reporting requirements pursuant to but not limited to the Reporting and Data Quality Requirements of the performance contract, established data processes and procedures, Exhibit E: Performance Contract Schedule and Process, this Exhibit, and by the Department as required by its funding authorities.

Monitoring, Review, and Audit
The Department may monitor and review the use of the funds, performance of the Program or Service, and compliance with this agreement, which may include onsite visits to assess the CSB's governance, management and operations, and review relevant financial and other records and materials. In addition, the Department may conduct audits, including onsite audits, at any time during the term of this agreement with advance notification to the CSB.

Technical Assistance
The CSB and the Department shall work in partnership to address technical assistance needs to provide the program services herein.

Other Terms and Conditions

AMENDMENT 3
AMENDED AND RESTATED
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MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Exhibit G: Community Services Boards Master Programs Services Requirements
Contract No. P1636.3

This exhibit may be amended pursuant to Section 5 of the performance contract.

Federal Funded Program Services
This section describes certain program services that have a primary funding source of federal funds but there may also be other sources of funding provided by the Department for these services.

10.1 Children's Mental Health Block Grant

Scope of Services and Deliverables
Children's Mental Health Block Grant funds are to be used to reduce states' reliance on hospitalization and develop effective community-based mental health services for children with Serious Emotional Disturbance (SED). Children with SED includes persons up to age 18 who have a diagnosable behavioral, mental, or emotional issue (as defined by the DSM). The state MHBG allotments are used to support community programs, expanded children's services, home-based crisis intervention, school-based support services, family and parenting support/education, and outreach to special populations

The purpose of these funds is to provide community-based services to youth (up to age 18), who have serious emotional disturbance with the goal of keeping youth in the community and reducing reliance on out-of-home placements. Services may include assessments and evaluations, outpatient or office-based treatment, case management, community-based crisis services, intensive community-based supports, community-based home services, and special populations of youth with SED such as juvenile justice, child welfare, and/other under-served populations. Services cannot be used for residential or inpatient care.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall use the Children's Mental Health Block Grant funds to reduce states' reliance on hospitalization and develop effective community-based mental health services for children with Serious Emotional Disturbance (SED). Children with SED includes persons up to age 18 who have a diagnosable behavioral, mental, or emotional issue (as defined by the DSM). This condition results in a functional impairment that substantially interferes with, or limits, a child's role or functioning in family, school, or community activities.
2. The CSB shall comply with the additional uses or restrictions for this grant pursuant to Exhibit F of the performance contract.

B. The Department Responsibilities: The Department agrees to comply with the following requirements. The Department will periodically review case files through regional consultant block grant reviews to ensure funds are being spent accordingly.

10.2. Assertive Community Treatment (ACT) Program Services

Scope of Services and Deliverables
Assertive Community Treatment (ACT) provides long term needed treatment, rehabilitation, and support services to identified individuals with severe and persistent mental illness especially those who have severe symptoms that are not effectively remedied by available treatments or who because of reasons related to their mental illness resist or avoid involvement with mental health services in the community. ACT services are offered to outpatients outside of clinic, hospital, or program office settings for individuals who are best served in the community.

ACT is a highly coordinated set of services offered by a group of medical, behavioral health, peer recovery support providers and rehabilitation professionals in the community who work as a team to meet the complex needs of individuals with severe and persistent mental illness. An individual who is appropriate for ACT requires this comprehensive, coordinated approach as opposed to participating in services across multiple, disconnected providers, to minimize risk of hospitalization, homelessness, substance use, victimization, and incarceration. An ACT team provides person-centered services addressing the breadth of individuals' needs and is oriented around individuals' personal goals. A fundamental charge of ACT is to be the first line (and generally sole provider) of all the services that an individual receiving ACT needs. Being the single point of responsibility necessitates a higher frequency and intensity of community-based contacts between the team and individual, and a very low individual-to-staff ratio. ACT services are flexible; teams offer personalized levels of care for all individuals participating in ACT, adjusting service levels to reflect needs as they change over time.

An ACT team assists individuals in advancing toward personal goals with a focus on enhancing community integration and regaining valued roles (e.g. worker, daughter, resident, spouse, tenant, or friend). Because an ACT team often works with individuals who may demonstrate passive or active resistance to participation in services, an ACT team must carry out thoughtfully planned assertive engagement techniques including rapport-building strategies, facilitating the individual in meeting basic needs, and motivational interviewing interventions. The team uses these techniques to identify and focus on individuals' life goals and motivations to change. Likewise, it is the team's responsibility to monitor individuals' mental status and provide needed supports in a manner consistent with their level of need and functioning. The ACT team delivers all services according to a recovery-based philosophy of care. Individuals receiving ACT should also be engaged in a shared decision-making model, assistance with accessing medication, medication education, and assistance in medication to support skills in taking medication with greater independence. The team promotes self-determination, respects the person participating in ACT as an individual in their own right, and engages registered peer recovery specialists to promote hope that recovery from mental illness and regaining meaningful roles and relationships in the community are possible.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall design and implement its ACT program in accordance with requirements in the Department's Licensing Regulations for ACT in *12 VAC 35-105-1360 through 1410*, *Department of Medical Assistance Services Regulations and Provider Manual Appendix E*, and in accordance with best practice as outlined in the Tool Measurement of Assertive Community Treatment (TMACT). The final ratings of a TMACT review are used to set the reimbursement rate with DMAS.
2. The CSB shall reserve any restricted state mental health funds earmarked for ACT that remain unspent only for ACT program services unless otherwise authorized by the Department in writing.
3. The CSB shall prioritize admission to ACT for adults with serious mental illnesses who are currently residing in state hospitals, have histories of frequent use of state or local psychiatric inpatient services, or are homeless.
4. The CSB shall participate in ACT fidelity monitoring (TMACT review) every 12-18 months and assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving ACT services available and providing access to individuals receiving ACT services for interviews.
5. The CSB shall follow the Tool for Measurement of ACT (TMACT) review process.

6. CSB ACT staff shall participate in ACT network meetings with other ACT teams as requested by the Department.
7. New ACT programs shall obtain and provide documentation of individual team-level training and technical assistance at least quarterly for the first two years of operation from recognized experts approved by the Department.
8. Each new ACT team staff shall successfully complete an introductory ACT 101 training. The Department recommends the University of North Carolina's Institute for Best Practices (or an equivalent training as approved by DBHDS) within the first 120 calendar days of the team member's date of hire.
9. For each year of employment thereafter, each ACT team member (excluding the program assistant) shall receive an additional three hours of training in an area that is fitting with their area of expertise and role within the team. This additional training may be in the form of locally provided training, online workshops, or regional or national conferences. The CSB shall maintain documentation of completed training activities.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall monitor ACT implementation progress of new ACT programs through quarterly reports submitted to the Department's Office of Adult Community Behavioral Health by the CSB. This will be a 2-year monitoring process for new ACT programs.
2. The Department shall monitor ACT fidelity using the Tool for Measurement of Assertive Community Treatment (TMACT).
3. The Department shall provide the process for the Tool for Measurement of ACT (TMACT) review.
4. The Department shall provide the data collection and additional reporting database, submission due dates, and reporting protocols to the CSB.

C. Reporting Requirements: To provide a standardized mechanism for ACT teams to track everyone's outcomes, which can then guide their own performance initiatives; teams will be required to regularly submit data through the current ACT Monitoring Application or subsequent iterations approved and implemented by the Department.

10.3. Services to Pregnant Women and Women with Dependent Children

Scopes and Deliverable Services

The Substance Use Prevention, Treatment, and Recovery Block Grant (SUBG) has numerous requirements for services for the Pregnant Women and Women with Dependent Children (PPW). Per CFR, Title 45, Subtitle A, Subchapter A, Part 96, Subpart L, 596.124 Certain allocations mandate that all programs providing such services will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate. Community Services Board, at a minimum, treatment programs receiving funding for such services also provide or arrange for the provision of the following services to pregnant women and women with dependent children, including women who are attempting to regain custody of their children.

A. The CSB Responsibilities

1. The CSB shall admit pregnant women into services within 48 hours of request and provide interim services (per SUBG) if unable to provide services; and notify the Department's designee, Women's Services, and Specialty Population Manager.
2. The CSB shall adhere to the following federal guidelines for the PPW population and utilize the earmarked funds to provide or refer to the following services:

a. primary medical care for women, including referral for prenatal care and, while the women are receiving such services, childcare.
b. Refer the children of women enrolled in services to primary pediatric care, including immunization, for their children.
c. Gender-specific substance use treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and childcare while the women are receiving these services.

3. Therapeutic interventions for children in the custody of women in treatment which
4. may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and sufficient case management and transportation to ensure women attend treatment appointments.
5. Collaboration with local birthing hospitals per VA Code 32.1-127 B6 for individuals who deliver Substance Exposed Infants (SEIs) and coordinate discharge planning.

B. The Department Responsibilities

1. The Department shall monitor the utilization of the federal and state general funds for the PPW population.
2. The Department shall be responsible for conducting physical site visits and federal block grant reviews biennially and can increase in frequency based upon the technical needs of the CSB.

10.4 Project Link Program

Scope of Services and Deliverables

Project LINK is a specialized program that provides intensive case management, home visiting, treatment, prevention, and recovery services as well as linkage to said services for women of childbearing age (14-44 years old), pregnant, and parenting women impacted by substance use disorders or co-occurring disorders. The CSB is responsible for maintaining a Project LINK supervisor to manage the requirements of the program. Additionally, each site is responsible for collaboration with birthing hospitals to coordinate discharge planning with individuals who deliver Substance Exposed Infants (SEI) per VA Code 32.127.B6. Each program is responsible for advisory meetings with agencies in its catchment, to integrate and coordinate additional service needs with community stakeholders.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall work collaboratively with the DBHDS Office of Substance Use Services Women's Services Coordinator and Specialty Population Manager to fulfill the SUBG Woman set aside requirement.
2. The program will provide the Evidence-Based Program (EBP) Nurturing Program for Families in Substance Abuse Treatment and Recovery and a trauma program such as Seeking Safety, Beyond Trauma, Trauma Recovery and Empowerment Model, or Eye Movement Desensitization and Reprocessing (EMDR).
3. Submit Project LINK Service Delivery and Outcomes at Discharge, narrative, and financial reports bi-annually.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. Provide oversight and monitor the Project LINK program to ensure the scope and deliverables are met as well as provide technical assistance as required.

2. Communicate in a timely manner about changes to the program and funding allocations
3. Facilitate quarterly Project LINK Managers and Directors meeting as well as virtual and onsite program visits.

C. Reporting Requirements: The CSB shall electronically submit all required Project LINK reports per the following scheduled listed below.

1st Report	April 30th
Reporting period: October 1 - April 30th	(Service Delivery and Outcomes at Discharge Report)
2nd Report	October 30th
Reporting Period May 1 -October 30th	(Annual Service Delivery and Outcomes Discharge Report; Narrative Report; Project LINK Budget)

10.5. State Opioid Response Program Services (SOR)

SOR Prevention Program - The SOR grant was awarded to Virginia to combat the opioid epidemic and build upon programs started with State Targeted Response R/OPT-R and SOR. The purpose of the SOR program is to address the public health crisis caused by escalating opioid misuse, opioid use disorder (OUD), and opioid-related overdose across the nation. States and territories are expected to use the resources to: increase access to U.S. Food and Drug Administration (FDA)-approved medications for the treatment of opioid use disorder (MOUD); support the continuum of prevention, harm reduction, treatment, and recovery support services for OUD and other concurrent substance use disorders; and support the continuum of care for stimulant misuse and use disorders, including those involving cocaine and methamphetamine.

The SOR prevention grant awards support the implementation of effective strategies identified by the Virginia Evidence-Based Outcomes Workgroup. The categories of approved strategies include: coalition development, heightening community awareness/education, supply reduction/environmental, tracking and monitoring, and community education as part of harm reduction efforts. A portion of SOR Prevention funds are approved for the ACEs Project and Behavioral Health Equity Mini Grants.

1. Adverse Childhood Experiences (ACEs) Project

Scope of Services and Deliverables

SOR Prevention grant funds for the Adverse Childhood Experiences (ACEs) Project must be used to fund prevention strategies that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall work collaboratively with DBHDS and OMNI Institute technical assistance team to fulfill requirements of the grant. This collaboration includes responding to information requests in a timely fashion, entering data in the Performance Based Prevention System (PBPS), submitting reports by established deadlines.

2. CSB understands that SOR prevention funds are restricted and shall be used only for approved SOR prevention strategies (from the CSB's approved SOR Logic Model).
3. CSB understands that changes to the budget (greater than a variance of 25 percent among approved budget items) and/or requests for additional funding must be sent via an email to the SOR Prevention Coordinator.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall adhere to SOR grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments, and challenges.
2. The Department's Behavioral Health Wellness Consultant/ACEs Lead shall maintain regular monthly communication with the CSB and monitor SOR ACEs Project performance.
3. The Department, particularly the SOR Prevention Coordinator and ACEs Lead, will respond to inquiries in a timely manner, fulfill requests for training and share regular updates regarding the grant. Every effort will be made to provide at least two weeks lead time prior to report deadlines.
4. The Department will provide a budget template for annual budget submission.

2. SOR Prevention Program - Behavioral Health Equity (BHE) Mini-Grant Project

Scope of Services and Deliverables

A portion of SOR Prevention funds were approved for the BHE Mini-Grant Project. BHE Mini-Grants provide CSB an award of funds to perform equity-oriented activities and programing throughout their agency and community. Funds can be used in innovative ways to meet the professional development and community needs of the populations being served. Grants recognize that minority communities may require interventions tailored to their unique needs. Grants should explicitly work to address the needs of marginalized populations.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall use the SOR Prevention grant funds for the Behavioral Health Equity (BHE) Mini-Grant Project to fund strategies that have a demonstrated evidence-base and are appropriate for the population(s) of focus.
2. The CSB shall work collaboratively with DBHDS and the Behavioral Health Equity Consultant, to complete all approved objectives from the BHE Mini-Grant application. This collaboration includes participating in a mid-grant check-in, completing a final grant report.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall adhere to SOR grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments, and challenges.
2. The Department's Behavioral Health Equity Consultant will perform a mid-grant check-in and will provide the format and collect the final grant report.

3. SOR - Treatment and Recovery Services

Scope of Services and Deliverables

1. Develop and provide opioid misuse prevention, treatment, and recovery support services for the purposes of addressing the opioid and stimulant misuse and overdose crisis.
2. Implement service delivery models that enable the full spectrum of treatment and recovery support services facilitating positive treatment outcomes.
3. Implement community recovery support services such as peer supports, recovery coaches, and recovery housing. certified facilities.
4. Increase the number of Opioid Treatment Programs (OTP). Expand Medication-Assisted Treatment (MAT) for justice-involved individuals.
5. Create pathways for new treatment and recovery providers/organizations. Increase treatment for pregnant and post-partum women.
6. Support Peer Support Services in emergency departments.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall comply with the Department's approved budget plan for services.
2. The CSB may employ SA MAT treatment personnel and recovery personnel
3. The CSB may provide treatment and recovery services to include drug/medical supplies, drug screens, lab work, medical services, residential treatment, childcare services, client transportation, contingency management, recruitment services and treatment materials, employment resources, recovery wellness planning resources, harm reduction materials, and temporary recovery housing.
4. The CSB shall collect GPRA data for each person receiving services at intake, discharge, and 6-month time points. This data must be submitted to OMNI Institute within five business days of survey completion.
5. All the GPRA reporting must be submitted to OMNI Institute within five business days of survey completion.
6. CSB receiving treatment or recovery funding under the SOR grant must complete a treatment or recovery Quarterly Survey every quarter of the grant.
7. The Quarterly Survey must be submitted to OMNI Institute within two weeks of request by OMNI Institute.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall be responsible for submitting required reporting to SAMHSA in accordance with the SOR Notice of Award.
2. The Department shall conduct physical and/or virtual site visits on an annual basis, or more frequently, if necessary. Each site visit will be documented in a written report submitted to the Director of Adult Community Behavioral Health.
3. The SOR team will provide quarterly reports to internal and external stakeholders.

C. Reporting Requirements: The CSB shall submit the Quarterly Treatment and Recovery Reporting Surveys through the online survey link that will be provided by OMNI Institute each quarter. All surveys must be submitted no later than the following dates:

Quarter 1	January 20
Quarter 2	April 15
Quarter 3	July 15

Quarter 4	October 14

The CSB shall collect GPRA data for each person receiving services at intake, discharge, and 6-month time points. This data must be submitted to OMNI Institute within five business days of survey completion.

10.6. Regional Suicide Prevention Initiative

Scope of Services and Deliverables
To increase capacity to address suicide prevention and promote mental health wellness, the Department funding for regional suicide prevention plans that implement evidenced based initiatives and strategies that promote a comprehensive approach to suicide prevention across the lifespan in the Commonwealth.

The regional or sub regional initiatives are intended to extend the reach and impact of suicide prevention efforts, afford greater access to suicide prevention resources by affected communities, and leverage and reduce costs for individual localities related to training or other suicide prevention action strategies.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.
1. The CSB shall provide an action plan that includes (but not limited to) the following strategies and activities:
   a. mental health wellness and suicide prevention trainings based on community need and capacity to provide.
   b. activities for September Suicide Prevention Awareness Month and May Mental Health Awareness Month.
   c. identification of anticipated measurable outcomes.
   d. a logic model; and
   e. a budget and budget narrative.
2. These funds shall be used only for the implementation of the Regional Suicide Prevention Initiative described in the Regional Suicide Prevention plan (and or supplement plan) approved by the Department.
3. Any restricted state funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Regional Suicide Prevention Initiative expenses authorized by the Department in consultation with the participating regional CSB.
4. Any federal funds that remain unexpended or unencumbered by the end of the Performance Period the CSB must contact the Department at least 30 days prior to the end of the Performance Period to discuss permissible purposes to expend or encumber those funds.

B. The Department Responsibilities: The Department agrees to comply with the following requirement.
1. The Department shall monitor Regional Suicide Prevention Initiative program implementation progress through a semi-annual report and annual report submitted by the Regional Suicide Prevention Initiative Lead CSB, other data gathering and analysis, periodic visits to the region to meet with Regional Suicide Prevention Initiative partners, and other written and oral communications with Regional Suicide Prevention Initiative team members.
2. The Department may adjust the CSB's allocation of continued state funds for the Regional Suicide Prevention Initiative based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources.

3. The Department will provide guidelines for the annual plan and a template for the semi-annual and annual report for the CSB to use.

C. Reporting Requirements:

1. Mental Health First Aid and Suicide Prevention activities shall be included in each CSB's Prevention data system.
2. The Regional Suicide Prevention Initiative CSB shall submit its quarterly report to the Department per the schedule below.

Report Due Date		Reporting Time Frame
1st Quarter Report	October 15, 2024	July 1, 2024 – September 30, 2024
2nd Quarter Report	January 15, 2025	October 1, 2024 – December 31, 2024
3rd Quarter Report	April 15, 2025	January 1, 2025 – March 31, 2025
4th Quarter Report	July 15, 2025	April 1, 2025 – June 30, 2025

10.7. Supplemental Substance Abuse Block Grant Funded Program Services - (Prevention and Treatment)

Scope of Services and Deliverables
This allocation provides supplemental funding to support additional allowable uses of Substance Use Prevention, Treatment and Recovery Services (SUPTRS) Block Grant funding. This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder. The priorities for the use of these funds include: the funding of substance use disorder treatment and support services for the uninsured or for whom coverage is terminated for short periods of time; the treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance; primary prevention by providing universal, selective, and indicated prevention activities; prevention services for persons not identified as needing treatment; and the collection of performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. SUPTRS funds are to be the funds of last resort: Medicaid and private insurance, if available, must be used first. Target and priority populations are pregnant and parenting women, and intravenous (IV) drug users, to include those in need of interim services.

Any treatment services provided with SABG funds must follow treatment preferences established in 45 CFR 96.131(a):

1. Pregnant injecting drug users
2. Pregnant substance abusers
3. Injecting drug users
4. All others

Complete details of allowable services can be found in Exhibit F of the performance contract.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements

1. The CSB shall prioritize SUPTRS priority populations including the uninsured, pregnant women and women with dependent children, and people who inject drugs
2. The CSB shall follow all other federal requirements pursuant to Exhibit F.

B. The Department Responsibilities: The CSB agrees to comply with the following requirements. The Department shall monitor uses of these supplemental funds in the same manner it monitors uses of SUPTRS treatment and recovery base funding, including SAMHSA measures and on-site or virtual reviews. These funds will be monitored as part of existing review processes.

10.8. Substance Use Prevention, Treatment and Recovery Block Grant (SUPTR) Prevention Set Aside Services

Scope of Services and Deliverables

Access to Substance Abuse Treatment for Opioid Use Disorder (OUD)The CSB shall ensure that individuals requesting treatment for opioid use disorder drug abuse, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate treatment services, as defined in 45 CFR § 96.126, within 14 days of making the request for treatment or 120 days after making the request if the CSB has no capacity to admit the individual on the date of the request and within 48 hours of the request it makes interim services, as defined in 45 CFR § 96.121, available until the individual is admitted.

The SUPTRS BG Prevention Set aside is intended to prevent Substance Use Disorders (SUD) by implementing an array of strategies including information dissemination, education, alternatives, problem ID and referral, community capacity building and environmental approaches that target individuals, communities and the environment, guided by the Strategic Prevention Framework (SPF) planning model.

The CSB shall use the Institute of Medicine (IOM) model to identify target populations based on levels of risk: universal, selective, and indicated. The CSB shall utilize the Center for Substance Abuse Prevention (CSAP)s evidenced- based strategies: information dissemination, education and skill building, alternatives, problem identification and referral, community-based process, and environmental approaches. Community-based process/coalitions and environmental approaches that impact the population as a whole are keys to achieving successful outcomes and are Department priorities.

Substance abuse prevention services may not be delivered to persons who have substance use disorders to prevent continued substance use as mandated by the federal Substance Abuse Block grant.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. **General Capacity Requirements**
   Each CSB shall work collaboratively with the DBHDS Office of Behavioral Health Wellness (OBHW) team and the OMNI Institute technical assistance team to fulfill requirements of the grant. This collaboration includes responding to information requests in a timely fashion, entering data in the Performance Based Prevention System (PBPS), submitting reports by established deadlines.
   a. Each CSB must complete an evaluation plan, in collaboration with the OMNI Institute technical assistance team, which is revised and approved annually and includes:
      i. A logic model which includes all the required priority strategies all CSBs must implement and any discretionary strategies the CSB has elected to implement.
      ii. A measurement plan documenting how all required metrics will be tracked and reported.

b. All prevention programs, practices, and strategies must be evidence-based or evidence-informed and approved by the DBHDS OBHW team. Only strategies that align with the state-identified priorities and/or the CSB's logic model outcomes will be approved.
c. Each CSB must maintain a license(s) for the Performance-Based Prevention System (PBPS) and record all implemented strategies in the PBPS. The resources to support this have been added to the CSB base allocation.
d. Each CSB must maintain a minimum of 1 FTE Prevention Lead position. This position leads and ensures compliance and implementation of all Prevention priority strategies.
e. Prevention funding should be used for prevention staff to attend at least one national prevention-related conference per year. Any national conferences outside of the NPN Prevention Research Conference, NATCON, CADCA National or Mid-Year Conferences must have prior DBHDS approval. Each CSB receives $3000 in their base allocation to help support this capacity building effort.
f. Submit an annual budget for SUPTR Prevention Set Aside utilizing DBHDS' template.
g. CSBs must enter all report data into PBPS by the 15th of the month for the month prior.

2. Counter Tools

a. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco/nicotine retailers in its service area over a two-year period. Any retailer to be found in violation in the previous year is to be given priority for merchant education.
b. The CSB also must maintain and update a list of tobacco/nicotine retailers in its catchment area over the two-year period.
c. Data must be entered into the Counter Tools and PBPS systems.
d. The CSB base allocation includes $10,000 for these strategies.
e. Tobacco education programs for youth with the goal of reducing prevalence of use are not to be identified as SYNAR activities.

3. ACEs Trainings

a. All CSBs should ensure there are at least 1ACE Interface presenter or Master Trainer either on staff or available to them through their community partners.
b. All CSBs must conduct at least 6 ACEs trainings annually that focus on either/or the implications of early childhood adversity, resilience, or healing centered relationships. These can all be reported as ACEs trainings.
c. All ACEs training data (including number of trainings held and number of people trained) must be reported in PBPS.
d. CSBs which are designated as Self-Healing Communities and are receiving additional funding to address ACEs must complete all items noted above and the following:
    i. Submit a quarterly narrative report on all ACEs strategies and measures.
    ii. Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition

4. Community Coalition Development

a. The CSB shall support or lead at least one community coalition and be involved in a minimum of 6-10 coalition meetings a year.
b. The CSB should maintain membership in CADCA and/or CCoVA each year.
c. The CSB and its associated coalition should ensure youth engagement in the coalition either as a sub-group of the coalition or a separate youth coalition.
d. The CSB should maintain a social media presence to publicize prevention/coalition activities and messaging (Facebook page, Instagram, website, etc.) Websites should be updated monthly at a minimum and social media bi-weekly to ensure information and resources remain relevant and engages the community.

e. Every 2 years, each CSB must complete a coalition readiness assessment and an assessment of representation in the coalition of the following 12 sectors: youth; parents; businesses; media; school; youth-serving organizations; law enforcement; religious/fraternal organizations; civic and volunteer organizations; healthcare professionals; state, local and tribal governments; and other organizations involved in reducing illicit substance use.

5. Mental Health First Aid

a. Each CSB must have at least one staff trained to deliver MHFA courses.
b. Each CSB trained MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually to the population catchment area to maintain certification. (Example: Two CSB trained staff can co-facilitate and provide 3 trainings per year.) Residents of other catchment areas may attend, but the primary target audience needs to be the CSB's catchment area.
c. Ensure a minimum of 45 community participants are trained annually in MHFA (across all trainers at the CSB; no minimum number per trainer.
d. If a CSB receives more than 3 requests for MHFA training, they may use RSPI funds to contract with another provider if they are unable to fulfill this community need due to staff capacity. CSBs are still responsible for capturing evaluation data from these trainings and entering them in the data system. An MOU must be established with the subcontractor that indicates the CSB be allowed to capture the data from the training, including number participants and, when appropriate, evaluation forms.

6. Suicide Prevention

a. CSBs will have at least one staff member trained in at least one suicide prevention training on the approved list below to contribute to suicide prevention training efforts in their region.
    i. Applied Suicide Intervention Skills Training (ASIST) (in-person only)
    ii. safeTALK (in-person only)
    iii. QPR (Question, Persuade, Refer)
    iv. The ASK Workshop
    v. More than Sad, Talk Saves Lives, L.E.T.S. or other suicide prevention training developed by the American Foundation for Suicide Prevention (virtual or in-person)
    vi. Any other training listed in the Suicide Prevention Resource Center's Best Practice Registry (Best Practices Registry)
    vii. One-hour or more Lock and Talk Training listed in the Lock and Talk website portal
b. Each CSB must take the lead on providing 3 suicide prevention trainings in their catchment area or Region.
c. Each CSB must train a minimum of 45 participants in suicide prevention trainings.
d. CSBs are encouraged to partner with other CSBs in their region to fulfill the training needs of their community and ensure the minimum number or participants required to hold a course is met.
e. CSBs may subcontract with a certified trainer should the request for the delivery of suicide prevention training exceed the CSB's staff capacity. An MOU must be established with the subcontractor that indicates the CSB be allowed to capture data from the training including number of participants and, when appropriate, evaluation forms.
f. CSBs will actively promote trainings via their websites, social media and in-person events and community networks

g. CSBs will assist community members who are seeking suicide prevention training with accessing training. CSBs will take lead on coordinating a training for groups interested in suicide prevention training within their catchment.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall adhere to SABG Prevention Set Aside, grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments and challenges.
2. The Department's SABG Prevention Set Aside Behavioral Health Wellness Consultants shall maintain regular communication with the CSB, monitor performance through reporting, and provide technical assistance to the CSB upon request.
3. The Department will work with the CSB to mutually agree on annual site visit dates.
4. The Department, particularly the SABG Prevention Set Aside Behavioral Health Wellness Consultants will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.
5. Every effort will be made to provide at least two weeks lead time prior to report deadlines by DBHDS in partnership with OMNI Institute federal reporting contractor.
6. The Department will provide a budget template for annual budget submission

C. Reporting Requirements: All data is reported into the Prevention data system and must be submitted by the 15th of the month for the month prior.

10.9. Adult Mental Health Block Grant

The Community Mental Health Services Block Grant (MHBG) program's objective is to support the grantees in carrying out plans for providing comprehensive community mental health services. The target populations served under this grant are adults with serious mental illness (SMI). This includes persons ages 18 and older who have a diagnosable behavioral, mental, or emotional condition—as defined by the Psychiatric Association's Diagnostic and Statistical Manual (DSM), where their condition substantially interferes with, or limits, one or more major life activities (ex. basic daily living, accessing community resources).

A. CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall use the funds Mental Health Block Grant funds to reduce states' reliance on hospitalization and develop effective community-based mental health services for adults with serious mental illness (SMI).
2. The CSB shall follow the state performance measurement requirements.
3. The CSB shall follow all other federal requirements pursuant to Exhibit F.

B. Department Responsibilities:

1. The Department shall monitor the use of MHBG funds by means of on-site reviews at least every two years.
2. The Department shall provide technical assistance as deemed necessary or upon request to ensure the state performance measurement requirements are met.

State Funded Program Services

This section describes certain program services with a primary funding source of state general funds but there may also be other sources of funding provided by the Department for the services provided.

11.1. Auxiliary Grant in Supportive Housing Program (AGSH)

Scope of Services and Deliverables

Section 37.2-421.1 of the Code of Virginia provides that DBHDS may enter into an agreement for the provision of supportive housing for individuals receiving auxiliary grants pursuant to §51.5-160 with any provider licensed to provide mental health community support services, intensive community treatment, programs of assertive community treatment, supportive in-home services, or supervised living residential services. The Auxiliary Grant (AG) funds shall not be disbursed directly to the CSB or DBHDS. The Department for Aging and Rehabilitative Services (DARS) shall maintain administrative oversight of the Auxiliary Grant program, including the payment of AG funds from DSS to individuals in the program.

A. The CSB Responsibilities: The CSB shall comply with the following requirements pursuant.

1. For everyone served by the provider under this agreement, the provider shall ensure the following basic services:
   a. the development of an individualized supportive housing service plan ("ISP").
   b. access to skills training.
   c. assistance with accessing available community-based services and supports.
   d. initial identification and ongoing review of the level of care needs; and
   e. ongoing monitoring of services described in the individual's ISP.
2. Assist AGSH recipients with securing and maintaining lease-based rental housing. This residential setting shall be the least restrictive and most integrated setting practicable for the individual that:
   a. complies with federal habitability standards.
   b. provides cooking and bathroom facilities in each unit.
   c. affords dignity and privacy to the individual; and
   d. includes rights of tenancy pursuant to the Virginia Residential Landlord and Tenant Act (§55-248.2 et seq.).
   e. provides rental levels that leave sufficient funds for other necessary living expenses, and
   f. the provider shall not admit or retain recipients who require ongoing, onsite, 24-hour supervision and care or recipients who have any of the conditions or care needs described in subsection D of §63.2-1805.
3. The provider is expected to be full census (based on approved budget) within 12 months of operation and to maintain census of no less than 90% thereafter.
4. Request approval, in writing, of DBHDS for an AGSH recipient to live with a roommate freely chosen by the individual.
5. Adhere to all components of the AGSH Provider Operating Guidance.
6. Licensing/Certification Requirements:
   a. The CSB shall maintain all relevant DBHDS licenses in good standing. Provide documentation of licensure status for relevant services to the Department for Aging and Rehabilitative Services (DARS) at initial certification and annually thereafter.
   b. The CBS shall maintain annual certification with DARS in accordance with §51.5-160 Section D.

B. The Department Responsibilities:

1. DBHDS or its designee shall conduct annual inspections to determine whether the provider is following the requirements of this agreement. DBHDS will provide 30 days written notice for routine annual inspections. DBHDS may also conduct inspections at any time without notice.
2. DBHDS will work with the Provider to develop and implement AGSH data reporting requirements including data elements, formats, timelines and reporting deadlines.

3. Pursuant to §37.2-421.1 Section C., DBHDS may revoke this agreement if it determines that the provider has violated the terms of the agreement or any federal or state law or regulation.

C. Reporting Requirements: The CSB shall collect and report recipient level identifying information and outcome data at least quarterly no later than the 10th day following the end of the month (i.e., October 15th, January 15th, April 15th, and July 15th) and provide to DBHDS as requested**.**

11.2. Children's Mental Health Initiative (MHI) Funds

Scope of Services and Deliverables
The Mental Health Initiative (MHI) Fund was established by the General Assembly in FY 2000 to create a dedicated source of funding for mental health and substance abuse services for children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at-risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment.
These services have the purpose of keeping children in their homes and communities and preserving families whenever possible.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. MHI funds must be used exclusively to serve currently unserved children and adolescents or provide additional services to underserved children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at-risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment. These funds shall be used exclusively for children and adolescents, not mandated for services under the Children's Services Act. Underserved refers to populations which are disadvantaged because of their ability to pay, ability to access care, or other disparities for reasons of race, religion, language group, sexual orientation or social status.
2. Children and adolescents must be under 18 years of age at the time services are initiated. MHI funds can be used to bridge the gap between the child and adolescent and adult service systems, if the service was initiated before the adolescent's 18th birthday. Services used to bridge the gap can only be used for up to one (1) year. MHI funds cannot be used to initiate new services once an adolescent turns 18 years of age.
3. MHI funds must be used to purchase services which will be used to keep the child or adolescent in the least restrictive environment and living in the community.
4. CSBs may use MHI funds to support personnel used to provide services to children and families. Each service provided shall be linked to an individualized service plan for an individual child and submit the required program and financial data reports in the format established by the Department.
5. MHI funds should not be used when another payer source is available.
6. Services must be based on the individual needs of the child or adolescent and must be included in an individualized services plan. Services must be child-centered, family focused, and community-based. The participation of families is integral in the planning of these services.

7. CSBs must develop policies and procedures for accessing MHI funds for appropriate children and adolescents
8. The CSBs shall develop a Mental Health Initiative funding plan in collaboration with the local Family and Assessment Planning Teams and/or Community Policy and Management Team. The funding plan shall be approved by the Community Policy and Management Teams of the localities. The CSB should seek input and guidance in the formulation of the protocol from other FAPT and CPMT member agencies. A copy of the plan shall be kept on file at the CSB.

    a. The MHI Fund Protocol shall at minimum:
        i. Clearly articulate the target population to be served within the serious emotional disturbance, at risk for serious emotional disturbance, and/or with co-occurring disorders, non-CSA mandated population.
        ii. Establish defined protocols and procedures for accessing services, ensuring that all key stakeholder agencies have a method to link into services.
        iii. Clearly articulate the kinds or types of services to be provided; and
        iv. Provide for a mechanism for regular review and reporting of MHI expenditures.
        v. Includes effective date and reviewed or updated dates as appropriate.
        vi. Includes acknowledgment that the protocol has been approved by the Community Policy and Management Teams.
    b. Types of services that these funds may be used for include but are not limited to: crisis intervention and stabilization, outpatient, intensive in-home, intensive care coordination, case management, Family Support Partners, evidence-based practices, therapeutic day treatment, alternative day support (including specialized after school and summer camp, behavior aide, or other wrap-around services), and, supervised family support services.
    c. All expenditures shall be linked to an individualized service plan for an individual child. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.
    d. CSBs may use MHI funds to support personnel used to provide services to children and families. For example, the funds may be used to create a position dedicated to serving the non-CSA mandated population of children in the community; however, as stated above, each service provided should be linked to an individualized service plan for an individual child.
    e. CSBs may use up to 10% of the total MHI fund allocation for administrative costs associated with the overall MHI fund management and administration. Administrative costs include non-direct service personnel and supplies.
    f. MHI funds may not be used for residential care services, partial or full hospitalizations, or for CSA sum sufficient populations. MHI funding may not be used to purchase vehicles, furniture, computers, or to provide training.
9. The CSB may carry-forward a balance in the MHI fund during the biennium in which the funds were distributed. If the CSB has a balance of 10% or greater, of the current allocation, at the end of the biennium, the CSB shall work with the OCFS to develop a plan to spend the end of the biennium balance. If the CSB is unable to spend the carry-forward balance within an agreed upon timeframe and, continues to have a carry-forward balance greater than 10%, DBHDS may pause payments of the current allocation.

B. The Department Responsibilities: The Department agrees to comply with the following requirements. The Department shall establish a mechanism for regular review and reporting of MHI Fund expenditures including monitoring unspent balances.

C. Reporting Requirements:
All services shall be linked to an individualized service plan for an individual child in accordance with applicable business rules and HL7 interface specifications, including the use of the MHI Client Transaction Type. Expenditures may be for something that is needed by more than one child, providing it can be linked to the individualized service plan of each child.

1. The CSB shall submit the required program and financial data reports in the format established by the Department.
2. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.

11.3. Permanent Supportive Housing (PSH)

Scope of Services and Deliverables

A. The CSB Responsibilities: If the CSB receives state mental health funds for PSH for adults with serious mental illness and/or pregnant or parenting women with substance use disorder, it shall fulfill these requirements:

1. Comply with requirements in the Virginia Department of Behavioral Health and Developmental Services Permanent Supportive Housing Program Operating Manual and any subsequent additions or revisions to the requirements agreed to by the participating parties. If the implementation of the program is not meeting its projected implementation schedule, the CSB shall provide a written explanation to and seek technical assistance from the Office of Community Housing in the Department.
2. Ensure that individuals receiving PSH have access to an array of clinical and rehabilitative services and supports based on the individual's choice, needs, and preferences and that these services and supports are closely coordinated with the housing-related resources and services funded through the PSH initiative.
3. Assist Department staff as requested with any case-level utilization review activities, making records of individuals receiving PSH available and providing access to individuals receiving PSH for interviews.
4. Comply with requirements related to the implementation of the Virginia Low-Income Housing Tax Credit (LIHTC) Qualified Allocation Plan First Leasing Preference.
5. Reserve any current restricted state mental health funds for PSH that remain unspent at the end of the fiscal year to be used only for PSH activities in subsequent fiscal years as authorized by the Department.
6. Participate in PSH training and technical assistance in coordination with the Community Housing and any designated training and technical assistance providers.
7. Ensure twelve-month housing stability of PSH tenants of no less than 85%

B. Reporting Requirements: Track and report the expenditure of restricted state mental health PSH funds separately in the implementation status reports required in subsection f below. Based on these reports, the Department may adjust the amount of state funds on a quarterly basis up to the amount of the total allocation to the CSB. The CSB shall include applicable information about individuals receiving PSH services and the services they receive.

1. CSB shall submit data about individuals following guidance provided by the Office of

Community Housing

2. The CSB shall submit the required program and financial data reports in the format established by the Department.
3. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.

11.4. Forensic Services

Scope Services and Deliverables

A. The CSB Responsibilities: The CSB shall comply with the following requirements:

1. The CSB shall designate appropriate staff to the roles of Forensic Admissions Coordinator, Adult Outpatient Restoration Coordinator, and NGRI Coordinator to collaborate with the local courts, the forensic staff of state facilities, and the Department. The CSB shall notify the Department's Office of Forensic Services of the name, title, and contact information of these designees and shall inform the Director of any changes in these designations. The CSB shall ensure that designated staff completes all recommended training identified by the Department.
2. The Code of Virginia requires that court-ordered forensic evaluations of competency to stand trial and mental state at the time of the offense, and restoration treatment be performed on an outpatient basis unless the results of an outpatient evaluation indicate that hospitalization is necessary or if the defendant is already in DBHDS custody under certain legal statuses. The CSB shall consult with their local courts and the Forensic Coordinator at the designated DBHDS hospital as needed in placement decisions for individuals with a forensic status, based upon evaluation of the individual's clinical condition, age, need for a maximum security, and other relevant factors.
3. Adult forensic evaluations should be completed by forensic evaluators with the requisite training and education as required by the Code and the Department. Evaluations of competency to stand trial (§ 19.2-169.1) and mental state at the time of the offense (§§ 19.2-168.1, 19.2-169.5) must be completed by an evaluator who is currently on the List of Qualified Evaluators maintained by the Department. Only if the CSB employs qualified forensic evaluators will it be eligible to perform forensic evaluations ordered by local courts. To the greatest extent possible, the CSB will assist the courts in identifying qualified forensic evaluators to perform adult outpatient forensic evaluations, if such assistance is requested by the courts.
4. Upon receipt of a court order pursuant to § 16.1-356 of the Code of Virginia, the CSB shall provide or arrange for the provision of a juvenile competency evaluation by a qualified forensic evaluator.
5. Upon receipt of a court order pursuant to § 16.1-357, the CSB shall submit the court order to the DBHDS Juvenile Justice Program Supervisor. The Supervisor will determine if the restoration will be provided by DBHDS Juvenile Justice Program or the CSB.
6. Upon receipt of a court order for the provision of adult outpatient competency restoration services pursuant to § 19.2-169.2 of the Code of Virginia, the CSB shall provide or arrange for the provision of services to restore the individual to competency to stand trial. These services shall be delivered in the community where the individual is currently located, or in a local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), Department of Corrections facility, or in another location suitable for the delivery of the restoration

services when determined to be appropriate. These services may include treatment and restoration services, case management, assessment services, the provision of medications and medication management services, and other services that may be needed by the individual in order to restore them to competency and to prevent their admission to a state hospital.

7. Upon written notification from a DBHDS facility that an individual has been hospitalized pursuant to § 19.2-169.1 (competency evaluation), § 19.2-169.2 (competency restoration), § 19.2-169.3 (unrestorable incompetent), § 19.2-169.5 & 168.1 (mental status at the time of the offense evaluation), or § 19.2-169.6 (emergency treatment from jail), the CSB shall provide discharge planning in accordance with the provisions of the C*ollaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric*.
8. The CSB shall provide follow-up care and discharge planning coordination to patients returning from a state facility to local or regional jails or juvenile detention centers. The CSB shall work with jail mental health and correctional staff to assist with reentry planning from the jail back to the community.
9. The CSB shall provide discharge planning for persons found not guilty by reason of insanity who are being treated in DBHDS facilities pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia, and in accordance with the Department's NGRI Manual: Guidelines for Management of Individuals Acquitted Not Guilty by Reason of Insanity (February 2023) and the provisions of the C*ollaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric.*
10. Upon written notification from DBHDS that an individual found Not Guilty by Reason of Insanity has been placed onto outpatient temporary custody status pursuant to § 19.2-182.2, the CSB shall initiate contact with the individual as soon as possible for the purpose of making referrals to CSB services and other providers as needed, as well as to assess and provide feedback to the Department on the individual's progress. The CSB will provide NGRI coordination and supervision while the individual completes the outpatient temporary custody evaluation process and will work jointly with the Department to develop conditional or unconditional release plans as required by Code.
11. The CSB will review and sign an NGRI acquitter's Risk Management Plan for Escorted Community, Unescorted Community, Conditional Release, and Unconditional Release in accordance with the timelines outlined in the Department's NGRI Manual: Guidelines for Management of Individuals Acquitted Not Guilty by Reason of Insanity (February 2023) and the Collaborative Discharge Requirements for Community Services Boards and State Hospitals: Adult & Geriatric.
12. The CSB will implement and monitor compliance with court-ordered Conditional Release Plans (CRPs) for persons found Not Guilty by Reason of Insanity and released with conditions pursuant to § 19.2-182.2 through § 19.2 -182.7, and § 19.2-182.11 of the Code of Virginia. The CSB is responsible for providing the Office of Forensic Services copies of any written correspondence and court orders issued for NGRI acquitters in the community.

B. Reporting Requirements

Not Guilty by Reason of Insanity (NGRI):

1. The CSB shall supply information to the Office of Forensic Services for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii).
2. The CSB shall submit written reports to the court for individuals adjudicated Not Guilty by Reason of Insanity (NGRI), documenting the person's progress and adjustment in the community. Pursuant to § 19.2-182.7 these reports shall be submitted no less frequently than

every six months from the date of release and are required for the duration of conditional release. The CSB shall also provide to the Department's Office of Forensic Services written monthly reports on the person's progress and adjustment in the community for their first 12 continuous months in the community following discharge to conditional release.

11.5 Adult Competency to Stand Trial Restoration (MH Adult Outpatient Competency Restoration Services)

Scope of Service and Deliverables

The CSB shall coordinate the provision of Adult Outpatient Competency Restoration and Outcome Evaluation Services to any individual so ordered who is currently residing in their service area or who is in custody in a local or regional jail or state correctional facility within the boundaries of their service area.

A. The CSB Responsibilities:

1. Upon receipt of a court order for Adult Outpatient Competency Restoration services pursuant to Virginia Code §19.2-169.2, the CSB shall provide Adult Outpatient Restoration Services, including initial restoration assessment, restoration services, and restoration case management services as defined in the DBHDS Definitions for Adult Outpatient Restoration Services.
2. As soon as possible following receipt of the court order, the CSB shall determine the location of the defendant and outreach the court or attorneys to gather all necessary collateral documentation (such as the initial competency evaluation, prior treatment records, charging documents or warrants, police reports or other collateral information specific to the criminal charges). If the defendant is not presently residing in the CSB's catchment area, the CSB is responsible for ensuring that the court amends the order and appoints the appropriate CSB based on the defendant's location.
3. At the conclusion of restoration services, the CSB shall arrange for an outcome competency to stand trial evaluation by a licensed clinical psychologist or psychiatrist who has the requisite forensic training and experience prescribed by the Code of Virginia.
4. The CSB shall transmit a cover letter issued from the CSB to the court and attorneys at the conclusion of restoration services, outlining the findings of the outcome evaluator and including a copy of the outcome evaluation if it was coordinated by the CSB.
5. The CSB shall provide the DBHDS Office of Forensic Services electronic copies of the court order, outcome evaluation, and CSB cover letter to the court, along with the DBHDS Adult Outpatient Competency Restoration Services Report within 60 days of the conclusion of services.
6. Upon receiving confirmation from the Office of Forensic Services that all of the required documentation is complete, the CSB shall submit its claim for payment using the Departments grants management system and claims reimbursement process.
7. The CSB shall use the Departments grants management system support mailbox webgrants@dbhds.virginia.gov for any WebGrants technical assistance and training as needed.

B. The Department Responsibilities:

1. The Department shall provide technical assistance and case consultation upon request to the CSB related to Adult Outpatient Competency Restoration cases.
2. The Department shall notify the CSB when available funding has been exhausted.
3. The Department shall provide WebGrants training and technical assistance as needed to the CSBs.
4. The Department shall ensure timely review and approval of CSB reimbursement claims pursuant to the claim's reimbursement process.

C. Payment Terms:

1. The Department shall provide the CSB payment for the provision of Adult Outpatient

Restoration Services, including restoration assessment, restoration services, and restoration case management, as defined in the DBHDS Definitions for Adult Outpatient Restoration Services, Revised 1/24/2025.

2. The Department shall disperse payment to the CSB for outcome competency evaluations coordinated and paid for by the CSB at the conclusion of restoration services. The Department will issue payments according to the DBHDS Adult Outpatient Competency Restoration Payment Guidelines, Revised 1/24/2025.
3. Funds will be paid out to the CSB on a reimbursement basis only through WebGrants. The CSB will submit invoices for reimbursement based on actual services provided during the period of performance. Payment is contingent on the availability of funds.
4. The Department may, at its reasonable discretion, modify payment dates or amounts, or terminate this agreement and provide advance notification of any such changes in writing and work collaboratively with CSB/BHA when possible, regarding any changes to this Agreement.
5. The CSB shall ensure that all reimbursement requests are supported by actual expenses that further the Adult Outpatient Competency Restoration program. The CSB shall be reimbursed up to the approved amount for these costs. The CSB shall maintain records of these expenses in the event of future audits.

11.6. Gambling Prevention

Scope of Service and Deliverables

The Problem Gambling Treatment and Support Fund (9039) via the Office of Behavioral Health Wellness, Problem Gambling Prevention Program intends to prevent and minimize harm from the expansion of legalized gambling by implementing the Strategic (SPF) planning model. CSB's will continue to utilize data collected and research to identify and implement strategies to prevent problem gambling. Making data driven decisions to determine and revise priorities and select evidence-based strategies based upon the priorities identified.

To increase capacity to address problem gambling prevention the Department also provides funding for CSB level problem gambling prevention data collection, capacity building, and strategy implementation.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall provide a proposed budget.
2. These funds shall be used only for the implementation of the Problem Gambling Prevention Services described herein. Funding may be used to hire or maintain staff working on problem gambling prevention (PGP), provide stipends, travel related to PGP services, incentives for data collection, promotion/awareness items, and membership and attendance to organizations whose mission includes the mitigation of gambling problems.
3. Participate in surveys by coordinating collection of data for your CSB catchment area on gambling and gaming behaviors.
4. Each CSB that receives problem gambling prevention funding will participate in conducting the Young Adult Survey, a PG Community Readiness Assessment, and Environmental Scan, and will ensure a minimum of two (2) different strategies to prevent problem gambling will be included in your CSB logic model. Those CSB's receiving enough funding to pay for at least a half time staff will need to implement at least 3 strategies. This may include:
    a. Information dissemination.
    b. Education.

c. Alternative strategies.
d. Environmental
e. Community-Based Process; and/or
f. Problem Identification and Referral

5. The CSB shall continue to build capacity in their CSB by assigning at least one person to oversee the problem gambling prevention work and share information about problem gambling with their communities. This includes attending and participating in all OBHW sponsored problem gambling trainings and webinars
6. The CSB may either hire or maintain a current part time staff person, add hours on to a current part time position in the organization, or adjust a current employee's workload to allow for time to lead and ensure compliance and implementation of all problem gambling prevention activities.
7. Any restricted state Problem Gambling Treatment and Support funds that remain unexpended or unencumbered at the end of the fiscal year may be carried over to the following year to be used only for Problem Gambling Prevention strategy expenses authorized by the Department.
8. If you have a casino or racino in your catchment area, continue to build relationships with those businesses and coordinate prevention and responsible gambling services for those facilities.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall monitor Problem Gambling Prevention Services program implementation progress through a quarterly report submitted by the CSB Problem Gambling Prevention Services Lead, other data gathering and analysis, periodic on-site or virtual visits to meet with the CSB Problem Gambling Prevention Services staff, and other written and oral communications with CSB Problem Gambling Prevention Services team members.
2. The Department may adjust the CSB's allocation of continued state funds for the Problem Gambling Prevention Services based on the CSB's compliance with its responsibilities, including the requirements for maximizing resources from other sources
3. The Department will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant.
4. Every effort will be made to provide reporting forms at least two weeks prior to report deadlines by DBHDS and in accordance with Section 6 of this Exhibit.
5. The Department will provide a template for the plan and quarterly report for the CSB to use.

C. Reporting Requirements: The CSB shall track and account for its state Problem Gambling Treatment and Support Fund as restricted problem gambling prevention State funds, reporting expenditures of those funds separately in its quarterly reports.

Submit a quarterly report on problem gambling prevention activities to the DBHDS/OBHW Problem Gambling Prevention Coordinator (due by the 15th of October, January, April, and July and in accordance with Section 6 of this Exhibit.

11.7. Mental Health Services in Juvenile Detention Centers

Scope of Services and Deliverables

The Mental Health in Juvenile Detention Fund was established to create a dedicated source of funding for mental health services for youth detained in juvenile detention centers.

A CSB's primary role in a juvenile detention center is providing short-term mental health and substance use disorder services to youth detained in the center with mental illnesses or mental illnesses and co-occurring substance use disorders. As part of this role, a CSB also consults with juvenile detention center staff on the needs and treatment of youth. This may include case consultation with detention center staff. Since the youth have been court ordered to the center, they are under the jurisdiction of the center for care. A CSB provides consultation and behavioral health services in support of the centers care of youth and should establish and maintain positive, open, and professional communication with center staff in the interest of providing the best care to the youth.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall provide mental health and substance use services to youth detained in the juvenile detention center, this may include youth who are pre-adjudicated, youth who are post-adjudicated, youth who are post-dispositional, and youth who are in a community placement program. Since most youth have short lengths of stay, clinical services in juvenile detention should be designed to provide short term mental health and substance use services. At times, a youth may have a long length of stay and the CSB should be prepared to provide services as needed. Below are examples of core services a CSB typically provides with this funding to most of the youth it serves in juvenile detention centers:
    a. Case management,
    b. Consumer Monitoring,
    c. Assessment and Evaluation,
    d. Crisis Services
    e. Medical Services, or
    f. Individual or group therapy when appropriate (coded as outpatient services)
2. The CSB shall provide discharge planning for community-based services for youth with identified behavioral health and/or substance use issues who return to the community.
3. The CSB shall document provided mental health and substance use services while a youth is in detention in the CSBs electronic health record (EHR).
4. The CSB shall have a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or contract with the juvenile detention center in which the CSB provides services. The MOU, MOA, or contract shall outline the roles and responsibilities of each entity, outline a plan for continued services if there is a vacancy, a dispute resolution process as well as outline a plan for regular communication between the CSB and Juvenile Detention Center. MOU/MOA and contracts shall be reviewed bi-annually.
5. The CSB shall notify the Office of Child and Family Services of any significant staffing changes or vacancies that cannot be filled within 90 days.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

The Department shall establish a mechanism for regular review of reporting Mental Health in Juvenile Detention fund expenditures, data, and MOUs/MOAs or contracts to include a process by the Office of Child and Family Services.

C. Reporting Requirements:

1. The CSB shall account for and report the receipt and expenditure of these restricted funds separately.
2. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in compliance with Section 6 of this Exhibit.
3. The CSB biennially, shall provide a copy of a signed MOU/MOA or contract to the Department.

11.7 State Regional Discharge Assistance Program (RDAP - MH Regional DAP)

Scope of Services and Deliverables

The Department and the CSB agree to implement the following requirements for management and utilization of all current state regional discharge assistance program (RDAP) funds to enhance monitoring of and financial accountability for RDAP funding, decrease the number of individuals on state hospital extraordinary barriers to discharge lists (EBLs), and return the greatest number of individuals with long lengths of state hospital stays to their communities.

A. The CSB Responsibilities:

1. The CSB shall comply with the current Discharge Assistance Program Manual issued by the Department.
2. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds such as Medicaid payments are used to offset the costs of approved IDAPPs to the greatest extent possible so that state RDAP funds can be used to implement additional IDAPPs to reduce EBLs.
3. All state RDAP funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB participates.
4. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall assure accurate and timely entry and reporting of all relevant IDAPP and expenditure data in the DBHDS DAP Portal.
5. If the CSB has unspent funds they may be utilized subsequent years to support one-time IDAPPS. Any other use of funds must be reviewed and approved by DBHDS in accordance with the DAP manual.

B. The Department Responsibilities:

1. The Department shall work with the VACSB, representative CSBs, and regional managers to develop clear and consistent criteria for identification of individuals who would be eligible for individualized discharge assistance program plans (IDAPPs) and acceptable uses of state RDAP funds and standard terminology that all CSBs and regions shall use for collecting and reporting data about individuals, services, funds, expenditures, and costs.
2. The Department may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of state RDAP funds and the implementation of all approved ongoing and one-time IDAPPs.
3. Annually DBHDS will revise allocations to the Regional Fiscal Agent CSB based on previous year's use of funds to assure all needs are met statewide.

C. Reporting Requirements: The regional Manager shall assure accurate and timely data entry of IDAPPS and expenditures monthly into the DAP Portal. Reports on allocation, use and expenditures shall be available to both DBHDS and the Regional offices in the DAP portal at any time.

11.8 Housing Flexible Funding Program (State Rental Assistance Program) (790 Funds DD SRAP)

Scope of Services and Deliverables
Individuals with developmental disabilities face numerous financial barriers to making the initial transition to integrated, independent housing and to maintaining this housing. Most adults with developmental disabilities have income below 30% of the area median income. Those who have Medicaid or Supplemental Security Income must meet strict asset limits that prevent them from saving enough to cover one-time, upfront expenses to rent housing or to cover expenses that, if not paid, could jeopardize their housing stability.

The Flexible Funding Program enables adults with developmental disabilities to overcome financial barriers to making initial transitions to integrated, independent housing and to maintaining housing stability. Six Community Services Boards administer the Program in their respective DBHDS regions. Program operations include:

1. making Flexible Funding applications and program materials available to support coordinators in the region
2. providing technical assistance to support coordinators on the program requirements and application process
3. reviewing and adjudicating Flexible Funding applications in accordance with the Flexible Funding 2.0 Guidelines ("the Guidelines")
4. authorizing and processing payment or reimbursement for approved goods and services in accordance with the Flexible Funding 2.0 Guidelines ("the Guidelines")
5. tracking and reporting per person and aggregated program expenditures in the Flexible Funding workbook provided by DBHDS in accordance with the Flexible Funding 2.0 Guidelines ("the Guidelines").

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CSB shall designate a Flexible Funding program administrator and a fiscal administrator who are responsible for program implementation. The program administrator and fiscal administrator may be the same staff person or different staff people. The CSB shall provide contact information for each administrator (including name, title, address, email and phone number) to the DBHDS Office of Community Housing.
2. The CSB shall ensure it can access the DBHDS cloud-based electronic file sharing system which contains program materials required to administer the Program.
3. The CSB shall implement strategies to pay time-sensitive expenses such as, but not limited to holding fees, security deposits and moving company charges as soon as possible. Strategies may include issuing promissory notes, notifying vendors that applicants' Flexible Funding requests have been approved, or identifying third parties that can front payment of expenditures immediately and request reimbursement from Flexible Funding.
4. The CSB shall submit programmatic and financial reports in accordance with the Guidelines using the Flexible Funding workbook provided by DBHDS.
5. The CSB shall maintain program and financial records in accordance with the Guidelines.

6. The CSB shall direct all communication regarding Flexible Funding applications and decisions to the support coordinator identified on the application. If the CSB denies an application in whole or in part, the program administrator must inform the support coordinator in writing and must offer appeal rights in accordance with the Guidelines. Support coordinators are responsible for informing applicants about the status of their applications.
7. The CSB shall review and adjudicate requests for reasonable accommodations within the program in accordance with the Guidelines.
8. The CSB has the option to delegate the review and adjudication of Flexible Funding applications to a single point of contact within each local CSB within the region. The CSB can approve and issue reimbursements to local CSBs that approve their own applications and make payments in accordance with the Guidelines.
9. The CSB shall provide periodic trainings for support coordinators in the region regarding the Guidelines and the application process.
10. The CSB shall designate up to 10% of each one-time Flexible Funding allocation it receives from DBHDS to offset the administrative costs associated with serving as the Flexible Funding Administrator. The CSB must abide by the DBHDS Regional Administrative Fees policy dated October 1, 2021. Administrative costs include, but are not limited to, Flexible Funding program personnel salaries and benefits, rent, utilities, telephone/Internet service, equipment, supplies, and travel.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall develop and issue Guidelines for administering the Program to the CSB.
2. The Department shall issue Program Memoranda to the CSB to clarify the guidelines as needed. If there is a conflict between the Guidelines and a Program Memorandum, the Program Memorandum shall prevail.
3. The Department shall provide the CSB access to its cloud-based file sharing system, which shall contain program materials required to administer the Program.
4. The Department shall provide the CSB training and technical assistance with completing program reports, reviewing applications, and interpreting program guidelines.
5. The Department shall process appeal requests from applicants or their designated representatives in accordance with the Guidelines.
6. The Department shall monitor the CSB in accordance with Section J of this Agreement.
7. The Department shall distribute additional funding allocations for the Program to the CSB.

C. Performance Outcome Measures:

1. 90% of all Flexible Funding applications submitted within the fiscal year are reviewed and adjudicated within 10 days of receiving completed applications.
2. 90% of all Flexible Funding applications submitted within the fiscal year are approved in accordance with the maximum funding caps identified in the Guidelines.

D. Reporting Requirements:

The CSB will provide the following reports to DBHDS OCH:

1. A quarterly expense report that summarizes the balance at the beginning of the quarter, expenditures for the reporting quarter and the year to date, and the balance at the end of the quarter. The report will reflect this information for each line item, including but not limited to program expenditures and administrative expenditures. This report will also identify the number of discrete persons served each quarter.
2. A completed program status report that details information about approved applications disbursed during the current reporting quarter and previous quarters/fiscal years.

3. The CSB will submit quarterly expenses and program status reports in a DBHDS-provided Excel workbook that is hosted on a DBHDS-approved, cloud-based storage system by the 30th of the month following the end of the 1st, 2nd and 3rd quarter. The CSB may submit the quarterly expense and program status report for the 4th quarter (e.g., the end of the fiscal year) within 45 days of the end of the quarter.

11.9. Substance Abuse Residential Purchase of Services (SARPOS -SGF)

Scope of Services

SARPOS funds may be used for residential settings, programs, or services that "meet the intent" of providing services that support recovery. SARPOS funds have traditionally been made available to support community-based residential medically managed/monitored withdrawal, contracted residential, transitional living programs, and other residential services that support recovery. SARPOS funding is not intended to be long term. If being used to support transitional services, there should be a plan related to how the individual will be able to maintain housing after the supports are removed. SARPOS funding is prioritized for priority populations- pregnant substance use, injecting substance use, other opioid use populations. SARPOS fund shall be used for treatment and support services for substance use disorders, including individuals with acquired brain injury and co-occurring substance use disorders. Funded services shall focus on recovery models and the use of best practices.

1. SARPOS funds have traditionally been made available to support community-based residential medically managed/monitored withdrawal, contracted residential, transitional living programs, and other residential services that support recovery.
2. Funds may be used for short term. If funding is being used to support transitional housing a plan should exist for maintaining housing post the use of SARPOS funds.
3. Funding may also be used to provide services that support recovery in the community setting to include transportation to or from treatment, and medical appointment when there are no other means of transportation available, the purchase of training, registration, courses, licenses, certification, etc. that leads to financial recovery/ability to gain skills for specific trade/employment, items needed to maintain or gain employment include work uniforms, glasses, etc.
4. Additionally, the purchase of tools and types of equipment, i.e. barber clippers, work tools, safety glasses, hard hats, etc. required to begin employment if there is no other funding source may be obtained.
5. Payment for medications needed while in a residential setting or for medications needed for medication assisted treatment (MAT) while in medically managed detoxification or other residential care if no other revenue sources are available.
6. Non-MAT psychiatric care for those clients working toward application for Medicaid. Funds of last resort.
7. SARPOS funds may be used for individuals in need of residential settings, programs, or services that "meet the intent" of providing services that support recovery for persons with SUDs and persons with co-occurring MH and SUDs if the funds are addressing the SUD. (e.g., half-way house, Oxford House).
8. SARPOS funds may also be used to address barriers an individual may experience to entering residential services or to mitigate factors that might impede continued residential services. Examples include:

a) Funds for transportation to or from the residential services, if no other means of transportation is available.
b) Purchase of clothing or personal hygiene products that may be needed while in residential services if no other resource is available.
c) Payment for a brief stay in a motel if the individual does not have a safe residence while awaiting a bed in a residential setting.
d) Payment for medications needed while in a residential setting or for medications needed for medication assisted treatment (MAT) while in medically managed detoxification or other residential care if no other revenue sources are available.
e) Payment for children to reside with their mother while she participates in residential treatment, if no other revenue sources are available.

9. SARPOS funds should not be substituted for other funds dedicated to these purposes. CSBs are encouraged to first explore utilization of other funds available for residential services (e.g. transformation funds for crisis stabilization, SA diversion funds, co-occurring disorders funds). CSBs can use other SA state general funds or SA federal funds for SUD residential needs in addition to SARPOS funds if the funds are not in an earmarked restricted category.

A. The CSB Responsibilities: To implement the SARPOS funds, the CSB agrees to comply with the following requirements.

1. CSBs should develop memorandums of agreement/contracts with community providers for residential services that follow all Federal and state laws and regulations concerning confidentiality, human rights, and SAPTBG requirements, including data collection. The CSB is responsible for ensuring that contracted providers are adhering to these requirements.
2. Where possible, CSBs are encouraged to engage, in collective and regional negotiation with potential vendors for the most cost effective and highest quality care for individuals.
3. The CSB must provide and document care coordination services and discharge for individuals funded via SARPOS, if applicable. The residential service provider must also collaborate with the CSB in discharge planning and appropriate transition back into the community, including the need for treatment or other services at a different level of care.

B. The Department Responsibilities: To implement the SARPOS funds, the Department agrees to comply with the following requirements.

1. Monitor use of these funds to assure that they are being used to support evidence-based treatment/recovery supports and will not permit use of these funds for non-evidence-based approaches, and review services during Programming Monitoring and Oversight (PMO) and Department review visits.
2. Support the effective implementation of the program through technical assistance to develop implementation plans, address implementation challenges, and modify performance targets to address emerging issues.
3. The Department shall provide technical assistance when requested.
4. The Department reserves the rights to recover unexpended SARPOS funds and to reallocate those funds to CSBs that have documented the need for additional substance abuse residential purchase of services funds.

11.10 Substance Use Medication Assisted Treatment (SUD MAT)

Scope of Services: This allocation provides supplemental funding to support the ongoing effort to decrease substance use and the overdose rates throughout the Commonwealth. These funds must be prioritized for individuals who are not covered by insurance; however, can be used for those who are under insured. These are state general funds for the current state fiscal year.

The designated uses for these funds are:

Long-acting, injectable prescription drug treatment regimens for individuals within the community who need medication assisted treatment.

Non-narcotic, non-addictive prescription drug treatment regimens to (i.e., manage withdrawal Long-acting, injectable prescription drug treatment regimens for individuals who need medication assisted treatment while (i) on probation, (ii) incarcerated, or (iii) upon their release to the community. This is to include those with current or recent criminal justice involvement (within the last 12 months).

Non-narcotic, non-addictive prescription drug treatment regimens to (i.e., manage withdrawal symptoms, reduce drug cravings, help prevent relapse, treat co-occurring disorders (e.g., depressive or anxiety disorders).

Non-drug treatment regimens to include IOP, residential, partial hospitalization, social detox, etc.) for individuals who are not clinically able or for other reasons related to treatment barriers to participate in buprenorphine or methadone-based drug treatment regimens.

A. The CSB Responsibilities: the CSB agrees to comply with the following requirements.

The CSB shall utilize the funding to expand MAT and MAT support services to uninsured and under insured SU consumers as stated above.

B. The Department Responsibilities:

1. The Department shall continue to monitor use of the MAT funds.
2. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with.

C. Reporting Requirements:

1. The CSB shall provide financial reporting for the utilization of the MAT and its supportive services.
2. The CSB shall submit the required program and financial data reports in the format established by the Department.

11.11. HIV/EIS/Harm Reduction

Scope of Services
This funding is to support the ongoing effort to reduce the risks, harm, and negative consequences associated with drug use, to include programs and interventions that are not abstinence based but are aimed at reducing the transmission of HIV and other communicable diseases and improving the health outcomes of individuals at risk.

The designated uses for these funds are:

1. Prevention, treatment, and peer staff that provide services to those with HIV, at risk of developing communicable diseases, or at risk for developing substance use.
2. Prevention Service to include education and outreach programs to raise awareness about HIV transmission and prevention, distribution of condoms and other safer sex supplies, and PrEP (pre-exposure prophylaxis) services for high-risk individuals.
3. Harm Reduction Strategies to include support of CHR sites and services that reduces the spread of HIV among people who inject drugs, and access to opioid substitution therapy (e.g., methadone) to help individuals reduce or eliminate drug use.
4. Testing and Counseling such as confidential HIV testing services, including rapid testing options, and pre-and post-test counseling to provide support and information about HIV and its implications.
5. Linkage to Care such as referral services to connect individuals with medical care, including antiretroviral therapy (ART) for those who are HIV-positive, and support for navigating healthcare systems and accessing necessary services.
6. FDA approved Drug Test Strips which encourages safer drug use.
7. Supportive mental health and substance use treatment services, and peer support programs that provide social support and shared experiences.
8. Community Engagement such as advocacy.

A. The CSB Responsibilities: the CSB agrees to comply with the following requirements.
The CSB shall utilize funding to support HIV/EIS/Harm reduction services to the uninsured and under insured SUD population as stated above.

B. The Department Responsibilities:
1. The Department shall continue to monitor use of the HIV/EIS funds.
2. The Department shall review communicate in a timely fashion with each CSB/BHA about changes to the programming and where funding needs may be assessed and readdressed.

C. Reporting Requirements:
1. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time and in compliance with Section 6 of this Exhibit.
2. The CSB shall provide financial reporting for the utilization of the HIV/EIS and its supportive services.
3. The CSB shall submit the required program and financial data reports in the format established by the Department.

11.12. System Transformation of Excellence and Performance (STEP – VA)

Scope of Services
STEP-VA is an initiative designed to improve the community behavioral health services available to all Virginians. All CSBs in Virginia are statutorily required to provide all STEP-VA services. These services include Same Day Access, Primary Care Screening, Outpatient Services, Crisis Services, Peer and Family Support Services, Psychiatric Rehabilitation, Veterans Services, and Case Management and Care Coordination. the Department anticipates fewer admissions to state and private hospitals, decreased emergency room visits, and reduced involvement of individuals with behavioral health disorders in the criminal justice system as STEP-VA has been implemented across the Commonwealth. Peer and Family Support Services, Psychiatric Rehabilitation, Case Management and Care Coordination performance expectation are outlined in Exhibits D as the Department works with CSBs to establish program requirements and benchmark.

1. **For all steps of STEP-VA**
   a. All CSB will establish a quality management program and continuous quality improvement plan to assess the access, quality, efficiency of resources, behavioral healthcare provider training, and patient outcomes of those individuals receiving outpatient services through the CSB. This may include improvement or expansion of existing services, the development of new services, or enhanced coordination and referral process to not directly provided by the CSB.
   b. **The Department agrees to comply with the following requirements**
      i. Determine the need for site visits based on monitoring, particularly if the Programs are not accomplishing its missions, and/or meeting its goals as described in this document. Based on this identified need and regular on-going scheduled site-visits:
      ii. Conduct in-person or virtual visits/check-ins with the CSB program leadership to ensure compliance with the scope and requirements of services; and to review outcomes, which include challenges and successes of the programs.

2. **Outpatient Services**

Scope of Services and Deliverables
Outpatient services are foundational services for any behavioral health system. Outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory and ancillary services. As one of the required services for STEP-VA, the purpose of the Outpatient Services step is to ensure the provision of high quality, evidence-based, trauma-informed, culturally competent, accessible behavioral health services that addresses a broad range of diagnoses and considers an individual's course of illness across the lifespan from childhood to adulthood.

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.
   1. The CSB will offer evidence based and best practices as part of their programming and implementation of Outpatient Services to the adults, children and families in the community.
   2. The CSB/BHA shall increase capacity and community access to Children's Outpatient services.
   3. The individual will receive a service with a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 30 business days of the completed Comprehensive Needs Assessment, if clinically indicated. The quality of outpatient behavioral health services is the key component of this step.
   4. CSB shall establish expertise in the treatment of trauma related conditions.
   5. CSB should provide a minimum for outpatient behavioral healthcare providers of 8 hours of trauma focused training in treatment modalities to serve adults, children/adolescents and their families within the first year of employment and 4 hours in each subsequent years or until 40 hours of trauma-focused treatment can be demonstrated.
   6. Provide training data regarding required trauma training yearly in August when completing federal Block Grant reporting (Evidence Based Practice Survey) sent by DBHDS.
   7. STEP Virginia requires that each CSB offer, at a minimum, the following Evidence Based Practices for psychotherapy: Cognitive Behavioral Therapy (C/FXE1 gsMBTivand Motivational Interviewing (MI) and the following EBP's for Psychiatry: Medication Management and Long-Acting Injectable Psychotropic Medications.

8. STEP Virginia requires each CSB also utilize at least one EBP which meets the needs identified by the locality's community needs assessment : Acceptance and Commitment Therapy, Collaborative Assessment and Management of Suicidality (CAMS), Cognitive Behavioral Intervention for Trauma in Schools (CBITS), Dialectical Behavior Therapy (D/FXE1 gs BT), Eye Movement Desensitization and Reprocessing (EMDR), Functional Family Therapy (FFT), Hi-Fidelity Wraparound (HFW), Integrated Treatment for Co-Occurring Disorders, Living in Balance, Medication Assisted Treatment (MAT), Moral Resonation Therapy, Motivational Enhancement Therapy, Multi-Systemic Family Therapy (MFT), Parent Child Interaction Therapy (PCIT), Screening, Brief Intervention, and Referral to Treatment (SBIRT), Seeking Safety, Solution Focused Brief Therapy, Trauma Focused C/FXE1 gs CBT), (TEffective but underutilized medications for SUD treatment.

3. Primary Care Screening and Monitoring

Scope of Services and Deliverables
Individuals with SMI or SED, populations primarily served by the CSB, are known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions. Therefore, it is important for behavioral health staff to provide related care coordination to ensure access to needed physical health care.

a) Any child diagnosed with a serious emotional disturbance, or any adult diagnosed with a serious mental illness and receiving MH CM and/or Psychiatry services will be provided or referred for a primary care screening on a yearly basis.
b) These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI. This screening may be done by the CSB, or the individual may be referred to a primary care provider to have this screening completed.
c) If the screening is done by a primary care provider, the CSB is responsible for the screening results to be entered in the patient's CSB electronic health record. The CSB will actively support this connection and coordinate care with physical health care providers for all service recipients.
d) On an annual basis, CSB shall screen and monitor for metabolic syndrome (following the American Diabetes Association guidelines) any individual receiving STEP-VA services over age 3, with a diagnosis of SMI prescribed an antipsychotic medication by a CSB prescriber,
e) Individuals with SMI, a population primarily served by the CSB, are known to be at higher risk for poor physical health outcomes largely due to unidentified chronic conditions.
f) For the population includes all individuals over age 3 who receive psychiatric medical services by the CSB. CSB must report the screen completion and monitoring completion in the regular submissions of EHR data to DBHDS.

4. Same Day Access (SDA)

Scope of Services and Deliverables
SDA serves children adolescents, and adults seeking behavioral health services. Military status will be considered, and appropriate services and referrals made based on that status. CSB's have flexibility to adopt two versions of Same Day Access, depending on the needs of their community and staffing.

a) An individual may walk into or contact a CSB to request mental health or substance use

disorder services and receive a comprehensive clinical behavioral health assessment from a licensed or license-eligible clinician the same day. Based on the results of the comprehensive assessment, if the individual is determined to need services, the individual will receive an appointment for face-to-face or other direct services within 30 business days of the completed CNA.

b) SDA can also provide a mental health and substance use risk screening and triage to individuals at the time the individual first contacts the CSB/BHA for services. The screening and triage may be completed in person, by telephone, or via telehealth, and will include, at a minimum, the presenting need and a screening for risk of harm to self or others, and for risk of accidental overdose. Appointments are not necessary for this initial screening. Individuals determined to be at high risk will be seen for a full assessment within 24 hours; individuals in an active crisis will be routed to Emergency Services immediately. Individuals determined to be at low or moderate risk will be seen for assessment within 10 business days. Based on the results of the comprehensive assessment, if the individual is determined to need services offered by the CSB, the individual will receive an appointment for face-to-face or other direct services in the program offered by the CSB within 30 calendar days, sooner if indicated by clinical circumstances.

   The Comprehensive Needs Assessment must still contain all elements outlined in Policy 12VAC25-105-650 of the Virginia Administrative Code. The Comprehensive Needs Assessment must be completed by a LMHP or LMHP-E. The Comprehensive Needs Assessment should identify which CSB services will best meet the needs identified and should describe how the appropriate criteria are met for the receiving services. The first service or visit with the receiving program should take place within 30 calendar days of the initial date of contact.

c) SDA emphasizes engagement of the individual, uses concurrent EHR documentation during the delivery of services, implements techniques to reduce appointment no shows, and uses centralized scheduling.

Reporting Requirements

1. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.
2. The CSB shall report the date of each SDA comprehensive assessment, whether the assessment determined that the individual needed services offered by the CSB, and the date of the first service offered at the CSB for all individuals seeking mental health or substance use disorder services from the CSB.

5. Service Members, Veterans, and Families (SMVF)

Scope of Services and Deliverables

As one of the nine required services for System Transformation Excellence and Performance (STEP-VA), the purpose of the Service Members Veterans and Families (SMVF) step is to ensure SMVF receive needed mental health, substance abuse, and supportive services in the most efficient and effective manner available. Services shall be high quality, evidence-based, trauma-informed, culturally competent, and accessible. Per the Code of Virginia, CSB core services, as of

July 1, 2021, shall include mental health services for members of the armed forces located 50 miles or more from a military treatment facility and veterans located 40 miles or more from a Veterans Health Administration medical facility.

A. CSB Responsibilities

1. All CSBs shall ensure they have clinician(s) who specialize in treatment for post-traumatic stress disorder and other forms of trauma including from military and/or combat service including military sexual trauma and substance use disorders.
2. CSBs shall ensure behavioral health services including but not limited to MH, SUD, Co-Occurring and Youth/Adolescents. Clinical services for this population shall align with federal clinical guidelines from Veterans Affairs and Department of Defense which can be found at https://www.healthquality.va.gov.
3. CSBs shall identify and refer SMVF seeking services to internal providers that have been trained in military cultural competency (MCC); provide resource information pertaining to Military Treatment Facilities (MTFs), Veterans Health Administration (VHA) facilities, and Virginia Department of Veterans Services (DVS) offer coordination of services with agencies indicated above.
4. As it pertains to those CSB's who implement Regional STEP VA Services for Service Members, Veterans, and Families (SMVF) the CSB shall:
    a. Ensure that the Program is implemented as a regional program and is not specific to the physical location of the program.
    b. Ensure the participating CSBs in the region develop a Memorandum of Understanding (MOU) outlining the mission, vision, and goals of the regional partnerships to support the Program and provide this to the Department upon request.
    c. Offer evidence based and best practices as part of their programming and implementation.
    d. Support at least 1.0 FTE Regional Navigator SMVF position to provide dedicated capacity at the regional level to support regional and state level SMVF initiatives; support the connectedness of SMVF system needs across regional, state, and federal level; serve as a resource to CSBs in the region in meeting SMVF metrics; oversee regional training and capacity-building funds, liaise with relevant partners at the state and federal levels, and participate in regional and state SMVF initiatives focused on suicide prevention at the intersection of SMVF populations
    e. Support a Regional Navigator to form and support cross referral and training partnerships with regional Department of Veterans Services, Military Treatment Facilities, and Veterans Health Administration facilities and serve on SMVF work groups to enhance regional services and partnerships (e.g. Governor's Challenge teams, etc.) and support and grow best practices within the region and individual CSBs in their region
    f. Support regional goals to implement, enhance, and promote the goals of Lock and Talk at the intersection of the SMVF population including but not limited to regional planning and capacity building, lethal means safety, social media campaigns, and other activities.
    g. The CSB shall support regional training and capacity building in the region in service to SMVF, specifically:

i. ensuring access to clinical training for CSB providers to increase the availability for citizens to evidence-based, trauma-focused therapy such as prolonged exposure, cognitive processing therapy, and eye movement desensitization and reprocessing (EMDR).
ii. Supporting workforce training (for CSB direct services staff) on military culture and resources available to Service Members and their Families (SMVF); and
iii. Providing educational materials and outreach activities to support clinical needs of SMVF, as needed.

B. The Department Responsibilities:

1. Conduct in-person or virtual visits/check-ins at least every two years with the designated CSB leadership to ensure compliance with the scope and requirements of services.
2. Determine the need for additional site visits (virtual or in-person) based on the monitoring of the four key SMVF metrics, for CSBs not reaching SMVF performance measurement goals.
3. Provide technical assistance to regional navigators and/or CSB leadership responsible for SMVF performance metrics to assist in reaching the desired outcomes.

C. Reporting Requirements:

1. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and time to allow for compliance and in accordance with Section 6 of this Exhibit.
2. The CSB shall submit the required program and financial data reports in the format established by the Department.

6. STEP-VA Ancillary (936) – Restricted (MH SGF BASELINE)

Background: The purpose of this funding is to support the CSB in its efforts to modernize information technology infrastructure regarding data, business analytics, and critical operating systems including financial management systems. These funds shall be used to invest in infrastructure resources that will enhance the CSB's ability to comply with ongoing and evolving data sharing, fiscal, and reporting requirements between DBHDS and the CSB.

A. The CSB Responsibilities

1. Investment in infrastructure that enhances the CSB's ability to collect, manage, and/or analyze data, to meet data sharing requirements with DBHDS.
2. Perform critical business functions such as financial management improvements.
3. Investment may be in human capital with IT/Data Management expertise or in technology that enhances data capture and management, financial management, or other critical management needs.

B. Reporting Requirements: The CSB shall account for these funds in compliance with reporting requirements of the most recent version of the community services performance contract.

Other Program Services

This section includes certain program services initiatives CSB may engage in with the Department such as, but not limited to regional programs, pilot and other projects,

12.1. Mental Health Crisis Response and Child Psychiatry Funding –Regional Program Services Children's Residential Crisis Stabilization Units (CRCSU)

Scope of Services and Deliverables
Children's Residential Crisis Stabilization Units (CRCSU) are a crucial part of the community-based continuum of care in Virginia. The expectations outlined in this document support the strategic vision of DBHDS to provide access to quality, person-centered services and supports in the least restrictive setting, and that exemplify clinical and management best practices for CRCSUs. CRCSUs should demonstrate consistent utilization, evidence-based clinical programming, and efficient operations. CRCSUs provide treatment for individuals requiring less restrictive environments than inpatient care for managing their behavioral health crises.

1. Children's Residential Crisis Stabilization Unit

a. Staffing:

1. The CRCSU staffing plan will be reviewed by the CSB clinical director at least quarterly to determine staffing needs and to ensure that staffing patterns meet the needs of the individuals served.
2. Reviews are to ensure that staffing plans maximize the unit's ability to take admissions 24 hours a day seven (7) days a week. The CRCSU will follow the Service Description and Staffing as defined in Part VIII Crisis Services in Chapter 105 Rules and Regulations for Licensing Providers by The Department of Behavioral Health and Developmental Services.
3. The CRCSU will include family members, relatives and/or fictive kin in the therapeutic process and/or family support partners, unless it is not deemed clinically appropriate.
4. The CRCSU will have a well-defined written plan for psychiatric coverage. The plan must address contingency planning for vacations, illnesses, and other extended absences of the primary psychiatric providers. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
5. The CRCSU will have a well-defined written plan for nursing and/or clinical staff coverage. The plan must address contingency planning for vacations, vacancies, illnesses, and other extended staff absences. Plans will be reviewed and updated as needed. Plans will be consistent with licensing and DMAS regulations.
6. The CRCSU will have a well-defined written plan for staffing all provider coverage during weather related events and other natural and man-made disasters or public health emergencies. Plans will be reviewed and updated as needed.
7. CRCSU will have access to a Licensed Mental Health Professional (LMHP) or Licensed Mental Health Professional Eligible (LMHP-E) on-site during business hours and after hours, as needed, for 24/7 assessments.

b. Admission and Discharge Process:

1. Individuals considered for admission should not have reached their 18th birthday prior to admission.
2. The CRCSU shall review and streamline their current admission process to allow for admissions 24 hours a day seven (7) days a week. CSB admission process shall not require a physician's order or any signature during the referral/pre-admission process. Medical screenings shall not be required and shall be conducted at the nursing assessment at time of admission and ongoing as needed. The CRCSU shall develop well-defined written policies and procedures for reviewing requests for admission. The CRCSU will maintain written documentation of all requests and denials that include clinical information that

could be used for inclusion or exclusion criteria. Admission denials must be reviewed by the LMHP or CSU Director within 72 hours of the denial decision.

3. The CSU shall agree to the following exclusionary criteria:
    i. The individual's psychiatric condition is of such severity that it can only be safely treated in an inpatient setting due to violent aggression or other anticipated need for physical restraint, seclusion or other involuntary control
        a. This may include: individuals demonstrating evidence of active suicidal behavior. Individuals with current violent felony charges pending. Individuals demonstrating evidence of current assaultive or violent behavior that poses a risk to peers in the program or CRCSU staff. Individuals demonstrating sexually inappropriate behavior, such as sexually touching another child who is significantly older or younger that is not considered developmentally normal, within the last 12 months. Individuals with repetitive fire starter within the last 12 months.
    ii. The individual's medical condition is such that it can only be safely treated in a medical hospital as deemed by a physician which may include individuals deemed to have medical needs that exceed the capacity of the program.
    iii. The CSB shall limit medical denials to be consistent with the following resources: **Criteria for Medical Assessment Prior to Admission to a Psychiatric Hospital, Inpatient Psychiatric or Crisis Stabilization Unit** (EFFECTIVE NOVEMBER 5, 2018 (virginia.gov). The CSB shall follow the Exclusion Criteria listed on page 4 in this document. **DMAS Appendix G language**-The individual is not appropriate for this service if there is a presence of any condition of sufficient severity to require acute psychiatric inpatient, medical, or surgical care. The individual does not voluntarily consent to admission except for temporary detention orders pursuant to §37.2-800 et. seq. and §16.1-335 et seq. of the Code of Virginia. This may include individuals that are unable or unwilling to participate in the programmatic requirements to ensure safety of staff and residents of the program. Individuals unable or unwilling to participate with the goals set out in individualized service plan (ISP). Individuals who demonstrate or report inability to function in a group setting without causing significant disruption to others and are not able to participate in alternative programming.
    iv. The individual can be safely maintained and effectively participate in a less intensive level of care. This may include individuals whose needs can be better met through other services such as individuals with a primary diagnosis of substance use disorder with current active use, individuals with ID/DD diagnosis better served by REACH programming.
    v. The request for service authorization is being pursued to address a primary issue of housing need, including individuals who were in some form of housing placement prior to admission to the CRCSU and are not currently allowed to return and do not meet medical necessity criteria
    vi. Admission does not meet medical necessity criteria and is being used solely as an alternative to incarceration.
5. Individuals admitted to the CRCSU should be at risk of serious emotional disturbance or seriously emotionally disturbed. The CRCSU shall accept and admit at least 60% of referrals made.
6. The CRCSU shall develop well-defined written policies and procedures for accepting step-downs from the Commonwealth Center for Children and Adolescents.

7. The CRCSU will follow discharge planning requirements as cited in the DBHDS licensing regulations 12VAC35-105-1880
8. CRCSUs will assess the integrated care needs of individuals upon admission and establish a plan for care coordination and discharge that addresses the individual's specialized care needs consistent with licensing and DMAS medical necessity
9. The CSB shall admit and continue to serve youth regardless of Medicaid status or Medicaid ability/willingness to pay if the admission and services provided are consistent with your program description.

c. Programming

1. The CRCSU will have a well-defined written schedule of clinical programming that covers at least eight (8) hours of services per day (exclusive of meals and breaks), seven (7) days a week. Programming will be trauma informed, appropriate for individuals receiving crisis services, and whenever possible will incorporate evidence-based and best practices.
2. Programming must be flexible in content and in mode of delivery to meet the needs of individuals in the unit at any point in time.
3. The CRCSU will always maintain appropriate program coverage. The unit will have a written transition staffing plan(s) for changes in capacity.
4. The CRCSU manager, director, or designee shall implement a review process to evaluate both current and closed records for completeness, accuracy, and timeliness of entries. (12VAC35-105- 920)
5. Programming will contain a mix of services to include but not limited to clinical, psycho educational, psychosocial, relaxation, and physical health.
6. Alternate programming must be available for individuals unable to participate in the scheduled programming due to their emotional or behavioral dysregulation.
7. The CRCSU manager, director, or designee shall outline how each service offers a structured program of individualized interventions and care designed to meet the individuals' physical and emotional needs; provide protection, guidance and supervision; and meets the objectives of any required individualized services plan. The CRCSU will provide scheduled recreational to include but not limited to art, music, pet therapy, exercise, and yoga, acupuncture, etc.

d. Resources:

1. The CRCSU will develop a well-defined written process for building collaborative relationships with private and state facilities, emergency services staff, CSB clinical staff, schools, Family and Assessment Planning Teams (FAPT) and local emergency departments in their catchment area. Ideally, these collaborative relationships will facilitate the flow of referrals to the CRCSU for diversion and step down from a hospital setting and to transition an individual from a CRCSU to a higher level of care. This process will be documented in the CRCSUs policies and procedures.
2. The CRCSU will participate in meetings in collaboration with DBHDS and other CRCSUs at least quarterly

A. The CSB Responsibilities: The CSB agrees to comply with the following requirements.

1. The CRCSU will comply with all DBHDS licensing requirements.
2. The CRCSU will provide data as per the provided DBHDS standardized spreadsheet for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform. Data request will be in accordance with Section 6 of this Exhibit.

3. The CRCSU will be responsible for the uploading of bed registry data metrics into the Crisis Data Platform as per the DBHDS Bed Registry Standards and in accordance with Section 6 of this Exhibit.
4. CRCSUs shall be considered regional programs and is not specific to the physical location of the program. The CSBs in the Region will revise the Memorandum of Understanding (MOU) governing the Regional CRCSU and provide this to the Department upon request.
5. The CRCSU will offer evidence based and best practices as part of their programming and have an implementation/ongoing quality improvement for these in the context of the applicable regulations. The CRCSU shall develop a written plan to maintain utilization at 75% averaged over a year and submit to DBHDS annually, Crisis Services Coordinator with ongoing revisions as needed.
6. The CRCSU will develop a written plan to ensure the CRCSUs remain open, accessible, and available always as an integral part of DBHDSs community-based crisis services.
7. The CRCSU will develop a written plan to accept individuals accepting step-downs from Commonwealth Center for Children and Adolescents.
8. The CSB shall meet the reporting requirements required in the Reporting Requirements and Data Quality of the most current version of the Community Services Performance Contract.

B. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall provide Technical Assistance (TA), to include but not limited to: networking meetings, training, and site visits to the CSB upon request or if the staff determines based on yearly monitoring visits that the project is not accomplishing its mission or meeting its goals as described above.
2. The Department will initiate Performance Improvement Plans (PIP) after Technical Assistance has been provided and a CRCSU continues to not meet established benchmarks and goals. The purpose of the PIP is to have a period of collaborative improvement.
3. The Department will initiate Corrective Action Plans (CAP) if benchmarks and goals continue to not be met after TA and PIPs. There may be times where an issue is so severe that a CAP would be necessary where there was not a PIP in place, but this would be under extenuating circumstances.
4. The Department shall conduct annual monitoring reviews on the procedures outlined above.
5. The Department shall determine need for site visits based on monitoring that the CRCSU is not accomplishing its mission or meeting its goals as described in this document. The CRCSU will construct a corrective action plan for units not meeting their goals and collaborate with the CRCSU to implement the plan.
6. The Department shall monitor data to ensure data submitted through reports meets the expectations as outlined in this document and in the CRCSU written plans.
7. The Department shall schedule quarterly meetings with the CRCSU points of contact.

C. Reporting Requirements for Children's Residential Crisis Stabilization Unit

1. Annually submit as part of the yearly programmatic monitoring a plan to DBHDS to streamline the admission process to allow for 24 hours a day, 7 day a week admission.
2. The CSB shall submit the required program and financial data reports in the format established by the Department.
3. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow for compliance and in accordance with Section 6 of this Exhibit.

4. Quarterly CRCSU will provide additional data points (developed in accordance with Section 6 of this Exhibit) as requested to DBHDS Office of Crisis Services, no later than the 15th of the month following the reporting month.
5. Providing data, as per the provided DBHDS standardized spreadsheet, for the CRCSU on a quarterly basis until such time this request is discontinued upon full operation of the retrieval of data from the Crisis Data Platform.
6. When mandated by the Department, Crisis Stabilization Units (CSUs) will be required to input bed registry information into the Crisis Data Platform to maintain accurate, real-time tracking of bed availability and enhance crisis system coordination.as per the DBHDS Bed Registry Standards per Code of Virginia (Chapter 3, Article 1, 37.2-308.1)

2. Child Psychiatry and Children's Crisis Response- Regional Funding (CRCSU)

Scope of Services and Deliverables
The funds are provided to the CSB as the regional fiscal agent to fund other CSBs in the designated region, other regional programs, or private providers if necessary to provide Child Psychiatry and Children's Crisis Response services.

A. The CSB Responsibilities

1. **Child Psychiatry and Crisis Response** the regional fiscal agent shall require a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a contract with all CSBs in their region if Child Psychiatry and Crisis Clinician Services are to be provided by individual boards. The MOU or MOA shall outline the roles, responsibilities of the regional fiscal agent and each board receiving funding, funding amounts, data and outcomes to be shared with the regional fiscal agent, and how children can access child psychiatry and crisis clinician services. The MOU, MOA, or contract shall be developed by the CSB providing the services, reviewed by the regional fiscal agent, and executed once agreed upon.
2. If the CSB fiscal agent is providing regional Child Psychiatry and Crisis Clinician Services, then the regional fiscal agent shall develop the MOU, MOA, or contract to be reviewed by each CSB in the region and executed once agreed upon. Each CSB shall have access to a board-certified Child and Adolescent Psychiatrist who can provide assessment, diagnosis, treatment and dispensing and monitoring of medications to youth and adolescents involved with the community services board.
3. The CSB may hire a psychiatric nurse practitioner due to the workforce shortage of child and adolescent psychiatrists or contract within the region to have access.
4. The psychiatrist's role may also include consultation with other children's health care providers in the health planning region such as general practitioners, pediatricians, nurse practitioners, and community service boards' staff, to increase their expertise in the prevention, diagnosis, and treatment of children with mental health disorders.
5. CSBs must include, in the MOA/MOU, a description on how the CSB creates new or enhances existing community-based crisis response services in their health planning region, including, but not limited to mobile crisis response and community stabilization services, with the goal of diverting children from inpatient psychiatric hospitalization to less restrictive services in or near their communities.
6. Funds cannot be used to fund emergency services pre-screener positions if their role is to function as an emergency services clinician.

B. The CSB Responsibilities: In order to implement the CSB Fiscal Agent agrees to comply with the following requirements.

1. The Regional Fiscal Agent shall notify the department of any staffing issues for these services such as a reduction in staffing or an extended vacancy.
2. The Regional Fiscal Agent shall consult with the Office of Crisis Services about any changes to the services allocation.
3. The CSB may charge an administrative cost in accordance with the role the CSB is serving for the region. The amount of funding that may be retained by the Regional Fiscal Agent for Administrative Costs is as follows:

    a. If the Regional Fiscal Agent is only passing the funding through to another CSB or service entity and is not entering into a contract or managing the program for which the funds are intended, the Regional Fiscal Agent may retain up to 2.5% of the allocation amount for Administrative Costs.
    b. If the Regional Fiscal Agent is entering into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain up to 5% of the allocation for Administrative Costs.
    c. If the Regional Fiscal Agent is directly administering the program or service for which the funds are intended, the Regional Fiscal Agent may retain up to 10% of the allocation for Administrative Costs.

4. The Regional Fiscal Agent shall receive monthly Child Psychiatry reports from each CSB which include: the hours of service provided by the child psychiatrist, the number of children served, and consultation hours with other health providers. This shall occur when the Regional Fiscal Agent is passing the funding to another CSB within the region to manage the responsibility of providing psychiatric services.
5. The Regional Fiscal Agent shall provide the executed MOU, MOA, or contract with each CSB to the Department's Office of Crisis Services for its review.

C. The Department Responsibilities: The Department agrees to comply with the following requirements.

1. The Department shall distribute the funds in the regular semi-monthly electronic funds transfers, beginning with the July 1 payment of each state fiscal year.
2. The Department shall establish a mechanism for regular review of reporting Child Psychiatry Services through the Child Psychiatry and Children's Crisis Response Funding expenditures, data, and MOUs/MOAs to include a process by the Office of Services and will regularly share this data with the CSB's for proactive programming.
3. The Department will annually review Child Psychiatry and Children's crisis response spending.
4. The Department shall provide Technical Assistance (TA) as needed to the CSB's.
5.

D. Reporting Requirements: **For Regional Fiscal Agent for Child Psychiatry and Crisis Response Responsibilities**.

1. The CSB shall account for and report the receipt and expenditure of these performance contract restricted funds separately.
2. The CSB shall provide a copy of a signed MOU/MOA to the Department.
3. The CSB should notify the department of staffing issues for these programs, such as a reduction in staffing or an extended vacancy.

4. The CSB ma carry-forward a balance in the Child Psychiatry and Children's Crisis Response Fund during the biennium in which the funds were distributed. If the CSB has a balance of 10% or greater, of the current allocation, at the end of the biennium, the CSB shall work with the Crisis services to develop a plan to spend the end of the biennium balance.

12.2. Case Management Services Training

The CSB shall ensure that all direct and contract staff that provide case management services have completed the case management curriculum developed by the Department and that all new staff complete it within 30 days of employment. The CSB shall ensure that developmental disability case managers or support coordinators complete the ISP training modules developed by the Department within 60 days of their availability on the Department's web site or within 30 days of employment for new staff.

12.3. Developmental Case Management Services Organization

The CSB shall structure its developmental case management or support coordination services so that a case manager or support coordinator does not provide a DD Waiver service other than services facilitation and a case management or support coordination service to the same individual. This will ensure the independence of services from case management or service coordination and avoid perceptions of undue case management or support coordination influence on service choices by an individual.

12.4. Regional Programs

The CSB shall manage or participate in the management of, account for, and report on regional programs in accordance with the Regional Program Operating Principles and the Regional Program Procedures. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program.

CSB Code Mandated Services		
Services	**Mandated**	**Description**
Certification of Preadmission Screening Clinicians	VA Code Mandated	The CSB and Department prioritize having emergency custody order or preadmission screening evaluations performed pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code provided by the most qualified, knowledgeable, and experienced CSB staff.
Department of Justice Settlement Agreement (DOJ SA)	Compliance with DOJ SA	See Exhibit M of the performance contract.
Discharge Planning	VA Code Mandated	Section 37.2-500 of the Code of Virginia requires that CSB must provide emergency services.
Emergency Services Availability	VA Code Mandated	Section 32.2-500 of the code requires the CSB shall have at least one local telephone number, and where appropriate one toll-free number, for emergency services telephone calls that is available to the public 24 hours per day and seven days per week throughout its service area.
Preadmission Screening	VA Code Mandated	The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB's service area and may need admission for involuntary psychiatric treatment. The CSB shall ensure that persons it designates as preadmission screening clinicians meet the qualifications established by the Department per section 4.h and have received required training provided by the Department.
Preadmission Screening Evaluations	VA Code Mandated	1.) The purpose of preadmission screening evaluations is to determine whether the person meets the criteria for temporary detention pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code and to assess the need for hospitalization or treatment. Preadmission screening reports required by § 37.2-816 of the Code shall comply with requirements in that section.
STEP-VA	VA Code Mandated and Appropriations Act MM.1	Pursuant to 37.2-500 and 37.2-601 of the Code Same Day Mental Health Assessment Services (SDA or Same Day Access) Outpatient Primary Care Screening Services

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		Outpatient Behavioral Health and Substance Use Disorder Services Peer Support and Family Support Services Mental Health Services for Military Service Members, Veterans, and Families (SMVF)
Virginia Psychiatric Bed Registry	VA Code Mandated	The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code to access local or state hospital psychiatric beds or residential crisis stabilization beds whenever necessary to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process.
Substance Exposed Infants (SEI)		The Code of Virginia §§ 32.1-127 B6 - Immediately upon identification, pursuant to § 54.1-2403.1, of any substance-abusing, postpartum woman, the hospital shall notify, subject to federal law restrictions, the community services board of the jurisdiction in which the woman resides to appoint a discharge plan manager. The community services board shall implement and manage the discharge plan. The Code of Virginia 63.2-1509 B - For purposes of subsection A, "reason to suspect that a child is abused or neglected" shall, due to the special medical needs of infants affected by substance exposure, include (i) a finding made by a health care provider within six weeks of the birth of a child that the child was born affected by substance abuse or experiencing withdrawal symptoms resulting from in utero drug exposure; (ii) a diagnosis made by a health care provider within four years following a child's birth that the child has an illness, disease, or condition that, to a reasonable degree of medical certainty, is attributable to maternal abuse of a controlled substance during pregnancy; or (iii) a diagnosis made by a health care provider within four years following a child's birth that the child has a fetal alcohol spectrum disorder attributable to in utero exposure to alcohol. When "reason to suspect" is based upon this subsection, such fact shall be included in the report along with the facts relied upon by the person making the report. Such reports shall not constitute a per se finding of child abuse or neglect. If a health care provider in a licensed hospital makes any finding or diagnosis set forth in clause (i), (ii), or (iii), the hospital shall require the development of a written discharge plan under protocols established by the hospital pursuant to subdivision B 6 of § 32.1-127.

ATTACHMENT 1- Program Services - State General Funding Line Items

Background

This section provides funding details related to Community Mental Health Services, Substance Abuse Prevention and Treatment, and Developmental Disabilities 790 (grants to localities) and 720 (central office) state general funding allocations per the CSB's letter of notification (LON) of funding. The funds are to be utilized by Community Services Boards in Virginia to deliver services to vulnerable populations through programs as indicated in the tables below and within the guidelines associated with award documentation. CSB shall use this document to cross-reference various program service funding sources, appropriation language and any additional requirements that may be found in its LON, Exhibits D, Exhibit G or other Exhibits that are part of the most current version of the community services performance contract.

Fund Types: All fund types associated with CSB funding allocations are provided in DBHDS's grants management system (WebGrants).

General Funds (790 Grants to localities) – These are funds are appropriated from Virginia taxpayers provided by the General Assembly for state functions. These funds make up the majority of DBHDS budget and are disbursed through the DBDHS established warrant payment schedule. Majority of general funds are found in WebGrants as part of baseline funding see tables below for details.

Special/Non-General Funds (720 Central Office Funding) – These are funds that the agencies can raise through revenue collection and DBHDS has the authority to allocate funding as need for special projects and other initiatives. (Ex: 988 Fund, Hospital Insurance Revenue, and Problem Gambling Fund).

	Funding Line-Item	Appropriation Act Use/Restrictions	Additional Funding Requirements Found In	State General Fund Award Name/Coding/ WebGrants Number	DBHDS Point of Contact
	GENERAL FUNDS 790 – GRANTS TO LOCALITIES				
	COMMUNITY MENTAL HEALTH				
1	MH Permanent Supportive Housing	State Budget Bill HB6001, Item 297, Section Y1, 2, 3 (Ch. 2, 2024 Special Session I) - Funding shall be used for permanent supportive housing for individuals with	Exhibit G – Section 11 NOA3075	Community Mental Health Services Restricted Baseline Funding 0813 – 0000124083 2026.MH.CSBCode	Office of Community Housing Kristin Yavorsky kristin.yavorsky@dbhds.virginia.gov Monica Spradlin monica.spradlin@dbhds.virginia.gov

		serious mental illness.			
2	MH Permanent Supportive Housing - Regional	State Budget Bill HB6001, Item 297, Section Y1. (Ch. 2, 2024 Special Session I) - Funding shall be used for permanent supportive housing for individuals with serious mental illness.	Exhibit G – Section 11 NOA3075	Community Mental Health Services Restricted Baseline Funding 0813 – 0000116676 2026.MH.CSBCode	Office of Community Housing Kristin Yavorsky kristin.yavorsky@dbhds.virginia.gov Monica Spradlin monica.spradlin@dbhds.virginia.gov
3	MH Expand Telepsychiatry Capacity	State Budget Bill HB6001, Item 297, Section Z. GG. (Ch. 2, 2024 Special Session I) - Funding shall be used for telepsychiatry and telemedicine services.	Exhibit D D3087	Community Mental Health Services Restricted Baseline Funding 0817 – 0000124082 Restricted Baseline Funding 2026.MH.CSBCode	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
4	MH State Funds	State Budget Bill HB6001, Item 297, Section RR (Ch.2, 2024 Special Session I) – Funding is for general Mental Health purposes. Additionally, a portion of the funding is provided for the costs of compensation increases given to Community Services Boards or a Behavioral Health Authority staff as of January 1, 2024.	NOA2025 D3076	Community Mental Health Services Restricted Baseline Funding 0824 – 0000124083 Unrestricted Baseline 2026.MH.CSBCode	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov

5	MH State Regional Deaf Services	Regional Deaf Services Program works in cooperation with local Community Service Boards to provide language accessible and culturally sensitive services to persons with a hearing loss. The funding goes back to at least FY2005 and is paid out via the warrants. To the extent that funding is not needed for these purposes, or the CSB determines that funds are not needed elsewhere for the effective administration of services, CSB's may utilize these funds for any other mental health purpose.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0831 – 0000116676 Unrestricted 2026.MH.CSBCode	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum @dbhds.virginia.gov
6	MH State Children's Services (MHI)	As of 2014, funding is provided for children's mental health services, including child psychiatry, crisis response, and screening. To the extent that funding is not needed for these purposes, or the CSB determines that funds are not needed elsewhere for the effective administration of services, CSB's	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0837 – 0000124083 2026.MH.CSBCode	Office of Child & Family Services Katherine Hunter Katherine.hunter@ dbhds.virginia.gov Kari Savage kari.savage@dbhds .virginia.gov

		may utilize these funds for any other purpose.			
7	MH Regional DAP	State Budget Bill HB6001, Item 297, Section W and FF (Ch. 2, 2024 Special Session I) - Funding shall be used to provide community-based services or acute inpatient services in a private facility to individuals residing in state hospitals who have been determined clinically ready for discharge, and for continued services for those individuals currently being served under a discharge assistance plan.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0841 – 0000116676 2026.MH.CSBCode	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov
8	MH PACT	State Budget Bill HB6001, Item 297, Section JJ. (Ch. 2, 2024 Special Session I) - Funds shall be used to support ACT program start-up and cover costs of individuals not eligible for Medicaid.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0848 - 0000124083 2026.MH.CSBCode	Office of Community Behavioral Health Jeff VanArnam Jeff.vanarnam@dbhds.virginia.gov Meredith Nusbaum Meredith.Nusbaum@dbhds.virginia.gov

9	MH PACT Forensic Enhancement	State Budget Bill HB6001, Item 297, Section JJ. (Ch. 2, 2024 Special Session I) – Funds shall be used to add additional staff with forensic expertise and increase the number of NGRI or other justice involved individuals to existing ACT programs.	Exhibit D D3158 D3183	Community Mental Health Services Restricted Baseline Funding Funds 0848 – 0000108563 2026.MH.CSBCode	Office of Community Behavioral Health Jeff VanArnam Jeff.vanarnam@dbhds.virginia.gov Meredith Nusbaum Meredith.Nusbaum@dbhds.virginia.gov
10	MH Law Reform	State Budget Bill HB6001, Item 297, Section P. (Ch. 2, 2024 Special Session I) – Funding will support emergency services, crisis stabilization, case management, and inpatient and outpatient mental health treatment for individuals in need of urgent care or meeting treatment criteria.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0831 – 0000116676 Unrestricted 2026.MH.CSBCode	Office of Community Behavioral Health Nicole Gore Nicole.gore@dbhds.virginia.gov Meredith Nusbaum Meredith.Nusbaum@dbhds.virginia.gov
11	MH Children's Outpatient Services	State Budget Bill HB6001, Item 297, Section K. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide outpatient clinician services to children with mental health needs.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0851 – 0000124083 2026.MH.CSBCode	Office of Child & Family Services Katherine Hunter Katherine.hunter@dbhds.virginia.gov

12	MH Child & Adolescent Services Initiative	State Budget Bill HB6001, Item 297, Section I. (Ch. 2, 2024 Special Session I) - Funds provided for mental health services for children and adolescents with serious emotional disturbances, at risk for serious emotional disturbance, and/or with co-occurring disorders with priority placed on those children who, absent services, are at risk for removal from the home due to placement by a local department of social services, admission to a congregate care facility or acute care psychiatric hospital or crisis stabilization facility, commitment to the Department of Juvenile Justice, or parental custody relinquishment. These funds shall be used exclusively for children and adolescents, not mandated for services under the Children's Services Act.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding 0854-01000-0000124083 2026.MH.CSBCode	Office of Child & Family Services Katharine Hunter katharine.hunter@dbhds.virginia.gov Kari Savage kari.savage@dbhds.virginia.gov

13	Mental Health Juvenile Detention	State funding that supports children's behavioral health services in each of the 23 juvenile detention centers (23 CSBs).	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0984-01000-0000124083 2026.MH.CSBCode	Office of Child & Family Services Katharine Hunter katharine.hunter@dbhds.virginia.gov
14	MH Expanded Community Capacity - Regional	State Budget Bill HB6001, Item 297, Section R. (Ch. 2, 2024 Special Session I) - Funding shall be used for community-based services in Health Planning Region V. These funds shall be used for services intended to delay or deter placement or provide discharge assistance for patients in a state mental health facility.	General terms and conditions of the Performance Contract- P1636	Community Mental Health Services Restricted Baseline Funding Funds 0861 – 0000116676 2026.MH.CSBCode	Office of Patient Clinical Services Heather Rupe heather.rupe@dbhds.virginia.gov
15	MH Young Adult SMI	State Budget Bill HB6001, Item 297, Section M. (Ch. 2, 2024 Special Session I) - Funds shall be used for community-based mental health outpatient services for youth and young adults.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0871 – 0000124083 2026.MH.CSBCode	Office of Community Behavioral Health Jeff VanArnam jeffrey.vanarnam@dbhds.virginia.gov Meredith Nusbaum meredith.nusbaum@dbhds.virginia.gov
16	MH Adult Outpatient Competency Restoration Services	DBHDS will pay the CSB only if the CSB is directly ordered by the Court to provide services to restore an adult's competency to	Exhibit G – Section 11 Currently paid based on invoicing from CSB	Community Mental Health Services Restricted Baseline Funding Funds 0874 – 0000124083 2026.MH.CSBCode	Office of Forensic Services Sarah Davis Sarah.davis@dbhds.virginia.gov Jessica Morriss Jessica.morriss@dbhds.virginia.gov

		stand trial pursuant to §19.2-169.2 for restoration assessment, restoration services, and restoration case management.			
17	720 Adult Restoration SSA Funds	Funds are used to supplement payments for restoration services after MH Adult Outpatient Competency Restoration Services are exhausted.	Exhibit D D3158	Community Mental Health Services Restricted Baseline Funding Funds 72000-09180-XXX-02003-0000108461-499033	Office of Forensic Services Sarah Davis Sarah.davis@dbhds.virginia.gov
18	MH Crisis Response & Child Psychiatry - Regional	State Budget Bill HB6001, Item 297, Section J. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide child psychiatry and children's crisis services for children with behavioral health needs. Funds may also be used to create new or enhance existing community-based crisis services in a health planning region.	Exhibit G – Section 12	Community Mental Health Services Restricted Baseline Funding Funds 0877 – 0000116676 2026.MH.CSBCode	Crisis Support and Services Bill Howard william.howard@dbhds.virginia.gov Curt Gleeson curt.gleeson@dbhds.virginia.gov
19	MH CIT Assessment Sites	State Budget Bill HB6001, Item 297, Section T.1, T.2., T.3, QQ.1, QQ.2, QQ.3 (Ch. 2, 2024 Special Session I) - Funding is provided for Crisis	Exhibit D D3119	Community Mental Health Services Restricted Baseline Funding Funds 0878 – 0000124083 2026.MH.CSBCode	Crisis Support and Services Bill Howard Bill.howard@dbhds.virginia.gov Stephen Craver Stephen.craver@dbhds.virginia.gov

		Intervention Assessment Centers in six unserved rural communities.			
20	MH CIT Assessment Sites - Regional	State Budget Bill HB6001, Item 297, Section T.1, T.2, T.3, QQ.1, QQ.2, QQ.3 (Ch. 2, 2024 Special Session I) - Funding is provided to support CIT initiatives, including basic and advanced CIT training and law enforcement diversion, through one-time awards for advanced concepts in CIT Assessment Site program.	Exhibit D D3062	Community Mental Health Services Restricted Baseline Funding Funds 0878 – 0000116676 2026.MH.CSBCode	Crisis Support and Services Bill Howard Bill.howard@dbhds.virginia.gov Stephen Craver Stephen.craver@dbhds.virginia.gov
21	MH Gero-Psychiatric Services	State Budget Bill HB6001, Item 297, Section EE. (Ch. 2, 2024 Special Session I) - Funding is provided for one regional, multi-disciplinary team for older adults. This team shall provide clinical, medical, nursing, and behavioral expertise and psychiatric services to nursing facilities and assisted living facilities.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0897 – 0000124083 2026.MH.CSBCode	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov

22	MH Geriatrics Services	State Budget Bill HB6001, Item 297, Section N. (Ch. 2, 2024 Special Session I) - Funding is provided for two specialized geriatric mental health services programs.	Exhibit D D3180 D3132	Community Mental Health Services Unrestricted Baseline Funding Funds 0911 – 0000124083 2026.MH.CSB Code	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
23	MH Tele-mental Health	State Budget Bill HB6001, Item 297, Section HH. (Ch. 2, 2024 Special Session I) - Funding is provided to establish the Appalachian Tele-mental Health Initiative, a tele-mental health pilot program.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0913 – 0000124083 2026.MH.CSBCode	Office of Community Behavioral Health Rebekah Cimino rebekah.cimino@dbhds.virginia.gov Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov
24	MH Peer Services	State Budget Bill HB6001, Item 297, Section SS. (Ch. 2, 2024 Special Session I) - Funding is provided for peer wellness stay programs.	Exhibit D D3079	Community Mental Health Services Restricted Baseline Funding Funds 0915 – 0000124083 2026.MH.CSBCode	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov
25	MH STEP-VA Same Day Access	State Budget Bill HB6001, Item 297, Section KK.2 (Ch. 2, 2024 Special Session I) - Funding is provided for same day access to mental health screening services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116671 2026.MH.CSBCode	Office of Community Behavioral Health Katie Powers Katie.powers@dbhds.virginia.gov
26	MH STEP-VA Primary Care Screening	State Budget Bill HB6001, Item 297, Section KK.3 (Ch. 2, 2024 Special Session I)	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116672	Office of Community Behavioral Health Katie Powers

		- Funding is provided for primary care outpatient screening services.		2026.MH.CSBCode	Katie.powers@dbhds.virginia.gov
27	MH STEP-VA Outpatient	State Budget Bill HB6001, Item 297, Section KK.4 (Ch. 2, 2024 Special Session I) - Funding is provided for outpatient mental health and substance use services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116673 2026.MH.CSBCode	Office of Community Behavioral Health Katie Powers Katie.powers@dbhds.virginia.gov
28	MH STEP-VA Crisis	State Budget Bill HB6001, Item 297, Section KK.6 (Ch. 2, 2024 Special Session I) - Funding is provided for crisis services for individuals with mental health or substance use disorders.	Exhibit D D2308 D1958 D1336 D1047 D3103	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116674 2026.MH.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov
29	MH STEP-VA Marcus Alert	State Budget Bill HB6001, Item 297, Section LL. (Ch. 2, 2024 Special Session I) - Funding shall be provided to establish mental health awareness response and community understanding services alert system programs and community care teams pursuant to legislation adopted in the 2020 Special Session I	Exhibit D D2308	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000125101 2026.MH.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov

		of the General Assembly.			
30	MH STEP-VA Outpatient - Regional	State Budget Bill HB6001, Item 297, Section KK.4 (Ch. 2, 2024 Special Session I) - Funding is provided for outpatient mental health and substance use services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000116675 2026.MH.CSBCode	Office of Community Behavioral Health Katie Powers larissa.carpenter@dbhds.virginia.gov
31	MH STEP-VA Veteran's Services	State Budget Bill HB6001, Item 297, Section KK.7 (Ch. 2, 2024 Special Session I) - Funding is provided for military and veterans services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117236 2026.MH.CSBCode	Office of Community Behavioral Health Patrick Wessels Patrick.wessels@dbhds.virginia.gov
32	MH STEP-VA Peer Support	State Budget Bill HB6001, Item 297, Section KK.8 (Ch. 2, 2024 Special Session I) - Funding is provided for peer support and family services.	Exhibit D - pending	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117237 2026.MH.CSBCode	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov Sherea Ryan Sherea.ryan@dbhds.virginia.gov
33	MH STEP-VA Ancillary Services	State Budget Bill HB6001, Item 297, Section KK.9 (Ch. 2, 2024 Special Session I) - Funding is provided for the ancillary costs of expanding services at Community Services Boards and Behavioral Health Authorities.	NOA3106	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117238 2026.MH.CSBCode	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum@dbhds.virginia.gov

34	MH STEP-VA Clinician's Crisis Dispatch	State Budget Bill HB6001, Item 297, Section KK.10 (Ch. 2, 2024 Special Session I) - Crisis Call Center Fund is provided for crisis call center dispatch staff.	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117239 Restricted	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov
35	MH STEP-VA Clinician's Crisis Dispatch – Crisis Call Center Fund	State Budget Bill HB6001, Item 297, Section KK.10 (Ch. 2, 2024 Special Session I) - Crisis Call Center Fund is provided for crisis call center dispatch staff.	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000122027 Restricted	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov April Dovel april.dovel@dbhds.virginia.gov
36	MH STEP-VA Veteran's Services – Regional	State Budget Bill HB6001, Item 297, Section KK.7 (Ch. 2, 2024 Special Session I) - Funding is provided for military and veterans services.	Exhibit G – Section 11	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000117240 Restricted Baseline Funding 2026.MH.CSBCode	Office of Community Behavioral Health Patrick Wessels Patrick.wessels@dbhds.virginia.gov
37	MH STEP-VA Peer Support – Regional	State Budget Bill HB6001, Item 297, Section KK.8 (Ch. 2, 2024 Special Session I) - Funding is provided for peer support and family services.	Exhibit D D3185	Community Mental Health Services Restricted Baseline Funding Funds 0936 –0000118862 Restricted Baseline Funding 2026.MH.CSBCode	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov
38	MH STEP-VA Psychiatric Rehabilitation Services	State Budget Bill HB6001, Item 297, Section KK.11 (Ch. 2, 2024 Special Session I) - Funding is provided for psychiatric	Exhibit D D3087	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121695 Restricted	Office of Community Behavioral Health Jeff VanArnam Jeff.vanarnam@dbhds.virginia.gov

		rehabilitation services.			
39	MH STEP-VA Care Coordination Services	State Budget Bill HB6001, Item 297, Section KK.12 (Ch. 2, 2024 Special Session I) - Funding is provided for care coordination services.	Exhibit D D3087	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121696 Restricted	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum @dbhds.virginia.gov
40	MH STEP-VA Case Management Services	State Budget Bill HB6001, Item 297, Section KK.13 (Ch. 2, 2024 Special Session I) - Funding is provided for STEP-VA-specific case management services.	Exhibit G – Section 12	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121697 Restricted Baseline Funding 2026.MH.CSBCode	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum @dbhds.virginia.gov
41	MH STEP-VA Data Systems & Clinical Processes	State Budget Bill HB6001, Item 297, Section KK.15 (Ch. 2, 2024 Special Session I) - Funding is provided for grants to Community Services Boards for the cost of transitioning data systems and clinical processes.	Exhibit D D3182	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121692 Restricted Baseline Funding 2026.MH.CSBCode	Strategic Planning & Execution Craig Camidge craig.camidge@dbhds.virginia.gov
42	MH STEP-VA Regional Management	State Budget Bill HB6001, Item 297, Section KK.14 (Ch. 2, 2024 Special Session I) - Funding is provided for regional management of	Exhibit D D1047	Community Mental Health Services Restricted Baseline Funding Funds 0936 – 0000121693 Restricted	Office of Community Behavioral Health Meredith Nusbaum Meredith.nusbaum @dbhds.virginia.gov

		STEP-VA services.			
43	MH Crisis Stabilization	State Budget Bill HB6001, Item 297, Section P, PP, TT (Ch. 2, 2024 Special Session I) - Funding shall be used for crisis stabilization and related services statewide intended to delay or deter placement in a state mental health facility.	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0962 – 0000124083 Restricted	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov
44	MH Crisis Stabilization – Regional	State Budget Bill HB6001, Item 297, Section P, PP, TT (Ch. 2, 2024 Special Session I) - Funding shall be used for crisis stabilization and related services statewide intended to delay or deter placement in a state mental health facility.	Exhibit D D3103	Community Mental Health Services Restricted Baseline Funding Funds 0962 – 0000116676 Restricted	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov
45	MH Demo Project System of Care (Child)	Funding for five community mini grants for "Bringing Systems of Care to Scale in Virginia." The mini-grant projects are part of a larger state System of Care Expansion Implementation Grant awarded by the Substance Abuse and Mental Health Services.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0969 – 0000124083 Unrestricted	Office of Child & Family Services Katherine Hunter Katherine.hunter@dbhds.virginia.gov

46	MH Recovery	State Budget Bill HB6001, Item 297, Section O. (Ch. 2, 2024 Special Session I) - Funds shall be used for consumer-directed programs offering specialized mental health services that promote wellness, recovery and improved self-management.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0985 – 0000116676 Unrestricted	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov
47	MH Recovery – Regional	State Budget Bill HB6001, Item 297, Section O. (Ch. 2, 2024 Special Session I) - Funds shall be used for consumer-directed programs offering specialized mental health services that promote wellness, recovery and improved self-management.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0985 – 0000116676 Unrestricted	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov Sherea Ryan Sherea.ryan@dbhds.virginia.gov
48	MH Pharmacy	Supports medication and pharmacy services to uninsured CSB consumers (formerly provided by DBHDS Aftercare Pharmacy)	Funding is provided for pharmaceutical supplies that treat MH issues General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding Funds 0988 – 0000124083 Unrestricted	Office of Management Services Chaye Neal-Jones Chaye.neal-jones@dbhds.virginia.gov
49	MH Jail Diversion Services	State Budget Bill HB6001, Item 297, Section S. (Ch. 2, 2024 Special Session I)	Exhibit D D3071	Community Mental Health Services Restricted Baseline Funding Funds	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov

		- Funds shall be used for jail diversion and reentry services.		0989 – 0000124083 Restricted	Ashley Anderson ashley.anderson@dbhds.virginia.gov
50	MH Rural Jail Diversion	State Budget Bill HB6001, Item 297, Section V. (Ch. 2, 2024 Special Session I) - Funding is provided to establish an Intercept 2 diversion program in up to three rural communities. The funding shall be used for staffing and to provide access to treatment services.	Exhibit D D3071	Community Mental Health Services Restricted Baseline Funding Funds 0989 – 0000110287 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Ashley Anderson ashley.anderson@dbhds.virginia.gov
51	MH Forensic Discharge Planning – Regional	State Budget Bill HB6001, Item 297, Section U. (Ch. 2, 2024 Special Session I) - Funding is provided for CSB staff positions to provide discharge planning in jails for individuals with serious mental illness.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding 0989 – 0000114581 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Ashley Anderson ashley.anderson@dbhds.virginia.gov
52	MH Docket Pilot JMHCP Match	State Budget Bill HB6001, Item 297, Section NN. (Ch. 2, 2024 Special Session I) - Funding shall be used to expand and provide additional support to existing mental health dockets.	Exhibit D D3162	Community Mental Health Services Restricted Baseline Funding 0989 – 0000110287 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Jessica Peay j.peay@dbhds.virginia.gov

53	MH Forensic Discharge Planning	State Budget Bill HB6001, Item 297, Section U. (Ch. 2, 2024 Special Session I) - Funding is provided for CSB staff positions to provide discharge planning in jails for individuals with serious mental illness.	General terms and conditions of the Performance Contract-P1636	Community Mental Health Services Restricted Baseline Funding 0989 – 0000118011 Restricted 2026.MH.CSBcode	Office of Forensic Services Sarah Davis sarah.davis@dbhds.virginia.gov Ashley Anderson ashley.anderson@dbhds.virginia.gov
	SUBSTANCE ABUSE PREVENTION AND TREATMENT				
54	SUD State Funds	State funds shall be used as determined by DBHDS.	General terms and conditions of the Performance Contract-P1636 Flexible funding. See DBHDS point of Contact for allowable	Substance Abuse Prevention and Treatment (SUD SGF) 0815-0000124083 Unrestricted Baseline Funding 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov
55	SUD Permanent Supportive Housing Women	State Budget Bill HB6001, Item 297, Section Z-AA. (Ch. 2, 2024 Special Session I) - Funding shall be used to provide permanent supportive housing to pregnant or parenting women with substance use disorders.	Exhibit G-Section 11 NOA3105	Substance Abuse Prevention and Treatment (SUD SGF) 0821 – 0000124083 Restricted 2026.SUD.CSBCode	Office of Community Housing Kristin Yavorsky Kristin.yavorsky@dbhds.virginia.gov Monica Spradlin Monica.spradlin@dbhds.virginia.gov
56	SUD Women (Includes LINK at 4 CSBs)	Funds are now being allocated out of federal funds. Includes A) an allocation to each CSBs to offset outreach case management services provided	Exhibit G – Section 10	Substance Abuse Prevention and Treatment (SUD SGF) 0826 – 0000124083 Restricted Baseline Funding 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov Glenda Knight Glenda.knight@dbhds.virginia.gov

		to hospital referred postpartum substance using women per Code of Virginia §32.1-127. and B) funding to 3 CSBs for the implementation of Project LINK services across a collaboration of multiple CSBs. Project LINK provides intensive case management and home visiting services to substance using pregnant, parenting and "at risk" women and their families			
57	SUD Residential Region V CSBs only	Each of the CSBs in Region V receive an allocation to provide community or residential services. This funding was allocated when Serenity House funding was terminated, and Green Street closed.	General terms and conditions of the Performance Contract-P1636 Flexible funding See DBHDS point of Contact for allowable	Substance Abuse Prevention and Treatment (SUD SGF) 0864 – 0000124083 Unrestricted 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov
58	SARPOS	State Budget Bill HB6001, Item 297, Section DD. (Ch. 2, 2024 Special Session I) - Funding shall be used for treatment and support	Exhibit G – Section 11	Substance Abuse Prevention and Treatment (SUD SGF) 0816 Restricted 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov

		services for substance use disorders, including individuals with acquired brain injury and co-occurring substance use disorders. Funded services shall focus on recovery models and the use of best practices.			
59	SUD DD Training/SUD Youth Services/COVID	State Budget Bill HB6001, Item 297, Section OO. (Ch. 2, 2024 Special Session I) - Funding is provided for substance use disorder-specific training of the intellectual disability and developmental disability provider workforce, the development and implementation of substance use disorder treatment services specific to transition age youth up the age of 25, and additional critical substance use disorder services related to the COVID19 pandemic.	Exhibit D D3098	Substance Abuse Prevention and Treatment (SUD SGF) 0869 – 0000123914 Restricted baseline funding 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov Office of Child & Family Services Katherine Hunter katharine.hunter@dbhds.virginia.gov
60	SUD STEP-VA -Regional	State Budget Bill HB6001, Item 297, KK.5. (Ch. 2, 2024 Special	General terms and conditions of the Performance Contract-P1636	Substance Abuse Prevention and Treatment (SUD SGF)	Crisis Support and Services Bill Howard

		Session I) - Funding is provided for crisis detoxification services.	Funding use See DBHDS point of Contact for allowables	0870 – 0000116676 Restricted 2026.SUD.CSBCode	William.howard@dbhds.virginia.gov
61	SUD Jail Services/Juvenile Detention	Funding is used for Jail and Court Based Services and are provided for youth and adults who have problems related to substance use and/or co-occurring disorder that are criminal justice involved. Services can be provided within the jail, if within the community to individuals recently released from incarceration less than 6 days), and to drug court individuals.	General terms and conditions of the Performance Contract-P1636 Flexible funding See DBHDS point of Contact for allowables	Substance Abuse Prevention and Treatment (SUD SGF) 0872 – 0000124083 Unrestricted 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov
62	SUD Community Detoxification	State Budget Bill HB6001, Item 297, Section CC. (Ch. 2, 2024 Special Session I) - Funding is provided for community detoxification and sobriety services for individuals in crisis.	General terms and conditions of the Performance Contract-P1636	Substance Abuse Prevention and Treatment (SUD SGF) 0894 – 0000124083 Restricted Baseline 2026.SUD.CSBCode	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov
63	SUD Community Detoxification - Regional	State Budget Bill HB6001, Item 297, Section CC. (Ch. 2, 2024 Special Session I) - Funding is provided for community	General terms and conditions of the Performance Contract-P1636	Substance Abuse Prevention and Treatment (SUD SGF) 0894 – 0000116676 Restricted Baseline funding	Office of Patient Clinical Services Heather Rupe Heather.rupe@dbhds.virginia.gov

		detoxification and sobriety services for individuals in crisis.		2026.SUD.CSBCode	
64	SUD Facility Reinvestment - Regional	Block of money given to enhance SU services. These funds were originally state hospital funds that were taken from the hospital (Western State Hospital DeJarnette Center) and taken into the Central Office and disbursed to the CSBs. Funds used for community-based substance use disorder residential treatment. Focused on short-term, medically managed detox.	Exhibit D D3134	Substance Abuse Prevention and Treatment (SUD SGF) 0903 – 0000116676 Restricted Baseline funding 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov
65	SUD HIV/AIDS	Funds are used for HIV and/or Harm Reduction prevention and treatment services. Such services include, but are not limited to: Staff HIV and Communicable Disease Testing Referrals Linkage and Coordination to Care Outreach Services PrEP	Exhibit G-Section 11	Substance Abuse Prevention and Treatment (SUD SGF) 0938 – 0000124083 Unrestricted Baseline funding 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov

		Condom Distribution Fentanyl Test Strips			
66	SUD MAT	State Budget Bill HB6001, Item 297, Section BB. (Ch. 2, 2024 Special Session I) - Funding is provided to increase access to medication assisted treatment for individuals with substance use disorders.	NOA3147R NOA3146T Exhibit G - 11	Substance Abuse Prevention and Treatment (SUD SGF) 0986 – 0000124083 Restricted Baseline funding 2026.SUD.CSBCODE 2026.SUD.CSBCode	Office of Substance Use Services Candace Roney Candace.roney@dbhds.virginia.gov
67	SUD Recovery	State Budget Bill HB6001, Item 297, Section DD. (Ch. 2, 2024 Special Session I) - Funding shall be used for treatment and support services for substance use disorders, including individuals with acquired brain injury and co-occurring substance use disorders. Funded services shall focus on recovery model and the use of best practices.	NOA3147R	Substance Abuse Prevention and Treatment (SUD SGF) 0990 – 0000124083 Restricted funding 2026.SUD.CSBCode	Office of Recovery Services Alethea Lambert Alethea.lambert@dbhds.virginia.gov Sherea Ryan Sherea.ryan@dbhds.virginia.gov
	DEVELOPMENTAL SERVICES				
68	DD State Funds	Developmental disabilities appropriations fund programs that support	General terms and conditions of the Performance Contract-P1636 See	Developmental Services (DD SGF) 0830 – 0000124083 Restricted baseline funding	Community Services Heather Norton Heather.norton@dbhds.virginia.gov

		people with developmental disabilities and their families.		2026.DD.CSBCode	
69	DD OBRA Funds	OBRA FUNDS are intended for ID/RC (DD)individuals residing in a nursing facility to better integrate them into the community through covering the costs of equipment purchases or program participation that is not covered by Medicaid OBRA funds are reserved for ID/RC (DD) individuals that have participated in a Preadmission/ Resident Review (PASRR) screening and that have had specialized services recommended.	General terms and conditions of the Performance Contract-P1636	Developmental Services (DD SGF) 0855 – 0000124083 Unrestricted baseline funding 2026.DD.CSBCode	Division of Developmental Services Martin Kurylowski martin.kurylowski @dbhds.virginia.gov Lisa Rogers lisa.rogers@dbhds.virginia.gov John Clay john.clay@dbhds.virginia.gov
70	DD Rental Subsidies	State Budget Bill HB6001, Item 297, Section Z. (Ch. 2, 2024 Special Session I) - Funds shall be used to cover rent and utility assistance for participants with ID/DD and administrative fees for the partner agencies.	Exhibit D D0334	Developmental Services (DD SGF) 0922 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	The Office of Community Housing Jeannie Cummins Jeannie.cummins@dbhds.virginia.gov Janna Wiener Janna.wiener@dbhds.virginia.gov

71	DD Crisis Stabilization - Children	State Budget Bill HB6001, Item 297, Section L. (Ch. 2, 2024 Special Session I) - Funds shall be used for crisis services for children with intellectual or developmental disabilities.	Exhibit D D3191 D3181	Developmental Services (DD SGF) 0923 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	Crisis Support and Services Bill Howard william.howard@dbhds.virginia.gov Community Services Heather Norton heather.norton@dbhds.virginia.gov Linda Bassett linda.bassett@dbhds.virginia.gov
72	DD Crisis Stabilization - Children Regional	State Budget Bill HB6001, Item 297, Section L. (Ch. 2, 2024 Special Session I) - Funds shall be used for crisis services for children with intellectual or developmental disabilities.	Exhibit D D3181	Developmental Services (DD SGF) 0923 – 0000116676 Restricted baseline funding 2026.DD.CSBCode	Crisis Support and Services Bill Howard william.howard@dbhds.virginia.gov Community Services Heather Norton heather.norton@dbhds.virginia.gov Linda Bassett linda.bassett@dbhds.virginia.gov
73	DD Crisis Stabilization Adult	State Budget Bill HB6001, Item 297, Section Q. (Ch. 2, 2024 Special Session I) - Funds shall be used to provide community crisis intervention services in each region for individuals with intellectual or developmental disabilities and co-occurring mental health or behavioral disorders.	Exhibit D D3164	Developmental Services (DD SGF) 0993 – 0000124083 Restricted baseline funding 2026.DD.CSBCode	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov Community Services Heather Norton Heather.norton@dbhds.virginia.gov Linda Bassett Linda.bassett@dbhds.virginia.gov
74	DD Crisis Stabilization	State Budget Bill HB6001, Item 297, Section Q.	Exhibit D D3164	Developmental Services (DD SGF)	Crisis Support and Services Bill Howard

	Adult - Regional	(Ch. 2, 2024 Special Session I) - Funds shall be used to provide community crisis intervention services in each region for individuals with intellectual or developmental disabilities and co-occurring mental health or behavioral disorders.		Restricted baseline funding 0993-0000116676 2026.DD.CSBCode	William.howard@dbhds.virginia.gov Community Services Heather Norton Heather.norton@dbhds.virginia.gov Linda Bassett Linda.bassett@dbhds.virginia.gov
	GENERAL FUNDS 720 – CENTRAL OFFICE FUNDING				
	MENTAL HEALTH AND SUICIDE PREVENTION				
75	Suicide Prevention	Funding shall be used for a comprehensive statewide suicide prevention program. The Commissioner of the Department of Behavioral Health and Developmental Services, in collaboration with the Departments of Health, Education, Veterans Services, Aging and Rehabilitative Services, and other partners shall develop and implement a statewide program of public	Exhibit D D1774	Mental Health and Suicide Prevention – Restricted baseline funding 72000-08230-XXX-01000-BHD78018-444002	Office of Behavioral Health Wellness Alisha Jarvis alisha.anthony@dbhds.virginia.gov

		education, evidence-based training, health and behavioral health provider capacity-building, and related suicide prevention activity.			
76	Mental Health First Aid	Funding shall be used to provide mental health first aid training and certification to recognize and respond to mental or emotional distress. Funding shall also be used to cover the cost of personnel dedicated to this activity, training manuals, and certification for all those receiving the training.	Exhibit G – Section 10	Mental Health and Suicide Prevention – Restricted baseline funding 72000-08230-XXX-01000-BHD78024-444002	Office of Behavioral Health Wellness Laura Robertson laura.robertson@dbhds.virginia.gov
	PROBLEM GAMBLING				
77	Recovery Services	Funding shall be used for problem gambling prevention, treatment, and recovery.	Exhibit G – Section 10 (Baseline Requirements) Exhibit D (Any additional requirements) D3073	Problem Gambling Appropriation 72000-08530-XXX-09039-BHD90000-499033	Office of Behavioral Health Wellness Anne Rogers Anne.Rogers@dbhds.virginia.gov
78	Behavioral Health Wellness	Funding shall be used for problem gambling prevention, treatment, and recovery.	Exhibit D Exhibit D3073 Exhibit D1959	Problem Gambling Appropriation 72000-09350-XXX-09039-BHD90000-499033	Office of Behavioral Health Wellness Anne Rogers Anne.Rogers@dbhds.virginia.gov
	COMMUNITY INTEGRATION				

79	LIPOS	Funding is provided to divert admissions from state hospitals by purchasing acute inpatient or community-based psychiatric services at private facilities. This funding shall be allocated to Community Services Boards and a Behavioral Health Authority for such purpose in an efficient and effective manner so as not to disrupt local service contracts and to allow for expeditious reallocation of unspent funding between Community Services Boards and a Behavioral Health Authority.	Exhibit H of the Performance Contract P1636	Community Integration 72000-08830-XXX-01000-BHD90000-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov
80	Youth DAP	Funding shall be used to address census issues at state facilities by providing community-based services for children and adolescents determined clinically ready for discharge or for the diversion of admissions of children and adolescents to state facilities by purchasing acute	Exhibit K of the Performance Contract P1636 (baseline requirements) Exhibit D (any other requirements) D3166	Community Integration 72000-08460-XXX-01000-BHD78026-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

		inpatient services, step-down services, or community-based services as an alternative to inpatient care.			
81	Adult DAP	Funding shall be used to address census issues at state facilities by providing community-based services for those individuals determined clinically ready for discharge or for the diversion of admissions to state facilities by purchasing acute inpatient or community-based psychiatric services.	Exhibit K of the Performance Contract P1636 (baseline requirements) Exhibit D (any other requirements) 8008.3014 D1916 D3089 D3091	Community Integration 72000-08460-XXX-01000-72000-08460-XXX-01000-BHD78025-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov
82	Chesapeake CPEP	Funding is provided for comprehensive psychiatric emergency programs (CPEP) – Provides $10 million in one-time funding for CPEPs or similar models of psychiatric care in emergency departments. This is a continuation of the $10 million provided in the Chapter 1 budget in FY 2024.	Exhibit D (as needed)	Community Integration 72000-08460-XXX-01000-0000123231-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov
83	DAP Pilots	Funding is provided for the Department of	Exhibit D (as needed)	Community Integration	Office of Patient Clinical Services

		Behavioral Health and Developmental Services (DBHDS) to pursue alternative inpatient options to state behavioral health hospital care or to increase capacity in the community for patients on the Extraordinary Barriers List through projects that will reduce census pressures on state hospitals. Proposals shall be evaluated on: (i) the expected impact on state hospital bed use, including the impact on the extraordinary barrier list; (ii) the speed by which the project can become operational; (iii) the start-up and ongoing costs of the project; (iv) the sustainability of the project without the use of ongoing general funds; (v) the alignment between the project target population and the population currently being admitted to state hospitals; and (vi) the applicant's history of success		72000-08790-XXX-01000-BHD90000-444002	Heather Rupe Heather.Rupe@dbhds.virginia.gov

		in meeting the needs of the target population. No project shall be allocated more than $2,500,000 each year. Projects may include public-private partnerships, to include contracts with private entities. The department shall give preference to projects that serve individuals who would otherwise be admitted to a state hospital operated by DBHDS, that can be rapidly implemented and provide the best long-term outcomes for patients. Consideration may be given to regional projects addressing comprehensive psychiatric emergency services, complex medical and neuro-developmental needs of children and adolescents receiving inpatient behavioral health services and addressing complex medical needs of adults receiving inpatient			

		behavioral health services.			
84	Supervised Residential Care	Funding is provided for supervised residential care for 100 individuals. The department shall give priority to projects that prioritize individuals on the state's extraordinary barriers list. Projects may include public-private partnerships, to include contracts with private entities. Notwithstanding any other provision of law, contracts entered into pursuant to this paragraph shall be exempt from competition as otherwise required by the Virginia Public Procurement Act, §§ 2.2-4300 through 2.2-4377, Code of Virginia. The Department shall report quarterly on projects awarded with details on each project and its projected impact on the state's extraordinary barriers list. The report shall be	Exhibit D D3139	Community Integration 72000-07080-XXX-01000-0000124443-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

		submitted to the Chairs of House Appropriations and Senate Finance and Appropriations Committee no later than 30 days after each quarter ends.			
85	Mobile Crisis	Funding is provided for the one-time costs of establishing additional mobile crisis services in underserved areas.	Exhibit D D3103	Mobile Crisis 72000-08500-XXX-01000-0000124444-444002	Crisis Support and Services Bill Howard William.howard@dbhds.virginia.gov
86	Dementia	Funding shall be used to support the diversion and discharge of individuals with a diagnosis of dementia. Priority shall be given to those individuals who would otherwise be served by state facilities; to establish contracts to support the diversion and discharge into private settings of individuals with a diagnosis of dementia; for mobile crisis program targeted for individuals with a diagnosis of dementia; for pilot programs for individuals with dementia or geriatric individuals who	Exhibit D D3091 D3089	Community Integration 72000-09722-XXX-01000-BHD90000-444002	Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov

		may otherwise be admitted to a state facility.			
87	ASAM 3.7	Funding is provided to support the costs of medically monitored high-intensity inpatient services (ASAM 3.7) for youth and adolescents with serious mental illness or substance use disorder who may otherwise require inpatient hospitalization.	Exhibit D (as needed)	ASAM 3.7 Medically Monitored 72000-09630-XXX-01000-BHD90000-444002	Office of Child and Family Services Katherine Hunter Katherine.Hunter@dbhds.virginia.gov
88	Geriatric Specialists	Funding is provided for geriatric behavioral specialists to provide training and consultative services and support.	Exhibit D D3180	72000-07160-XXX-01000-BHD90000-499033	Community Integration Office of Patient Clinical Services Heather Rupe Heather.Rupe@dbhds.virginia.gov
89	Workforce Development (Supplemental Funding)	Funding shall be provided to grow the Virginia Community Services Board (CSB) workforce. The Department of Behavioral Health and Developmental Services (DBHDS) shall allocate the funding based on the size of the CSB or behavioral health authority's workforce. The funding may be	Exhibit D D3138	2000-09600-XXX-01000-0000125164-499014-Restricted	Office of Enterprise Management Services Chaye Neal-Jones Chaye.neal-jones@dbhds.virginia.gov

		used to support paid internships and scholarship opportunities for students or staff earning behavioral health or other relevant certifications and degrees at two- and four-year colleges and universities and other educational career development settings, to cover clinical supervision hours, for reimbursement for the costs of obtaining licenses, certification, and exams necessary for employment in relevant careers, to provide loan repayment, and other initiatives that may assist in growing the CSB workforce.			

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements
Contract No. P1636.3

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AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
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Exhibit H: Regional Local Inpatient Purchase of Services (LIPOS) Requirements
Contract No. P1636.3

Background

Effective July 1, 2021, The Department and the CSB agree to implement the following requirements for management and utilization of all regional state mental health acute care (LIPOS) funds to enhance monitoring of and financial accountability for LIPOS funding, divert individuals from admission to state hospitals when clinically appropriate, and expand the availability of local inpatient psychiatric hospital services for state facility diversions.

HB1800 P. Out of this appropriation, $7,688,182 from the general fund the second year is provided from a transfer from Item 322 for Community Services Boards and a Behavioral Health Authority to divert admissions from state hospitals by purchasing acute inpatient or community-based psychiatric services at private facilities. This funding shall continue to be allocated to Community Services Boards and a Behavioral Health Authority for such purpose in an efficient and effective manner so as not to disrupt local service contracts and to allow for expeditious reallocation of unspent funding between Community Services Boards and a Behavioral Health Authority.

A. The CSB Responsibilities

1. All regional state mental health LIPOS funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB agrees to participate.

2. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds or resources such as pro bono bed days offered by contracting local hospitals and Medicaid or other insurance payments are used to offset the costs of local inpatient psychiatric bed days or beds purchased with state mental health LIPOS funds so that regional state mental health LIPOS funds can be used to obtain additional local inpatient psychiatric bed days or beds.

3. If an individual's primary diagnosis is SA (Substance Abuse) and a TDO (Temporary Detention Order) is issued to a private psychiatric facility LIPOS may be used by the CSB.

4. CSBs and/or regions are expected to maintain contracts or memorandum of agreement (MOU) with local facilities that at minimum specifies funding is to be utilized as funding of last resort, authorization procedures, timeliness of invoicing, the rate, and any other limitations. These contracts or MOUs shall be available to DBHDS upon request for review.

5. Annually regions will provide DBHDS with contracted rates for facilities. This will be due with the first quarter report.

B. The Department Responsibilities

1. The Department may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of regional state mental health LIPOS funds.

2. The Department shall provide technical assistance when requested by the CSB.

C. Payment Terms

1. LIPOS allocations are distributed to the regional fiscal agent. The RMG/ RUMCT and regional fiscal agent retains responsibility to ensure equitable access to the regional allocation by CSB and report to DBHDS any funding deficits or re allocation by CSB. Funding for regions will be determined by DBHDS in collaboration with the region based on regional spending from previous year.
   a) For initial allocation to be distributed within 15 days of the beginning of the fiscal year DBHDS will be allocated the higher of: either Average spending for previous fiscal year quarters 1, 2 and 3 **OR** the highest quarter spent.
   b) For the quarters 2, 3 and 4 of the fiscal year determination of the allocation will be based on the previous quarter amount spent. *For example: Quarter 2 funding is a reimbursed amount of quarter 1 LIPOS spending.*
   c) At any time during the year should expenses exceed funding regions may request assistance from DBHDS. Additionally, DBHDS will monitor expenses and encumbrance to ensure regions have adequate funding for invoices received after the end of the fiscal year per contract/MOA agreements.

2. Administration fees for LIPOS are based on the following:
   a) The Regional Fiscal Agent is entering into a subcontract with another entity which will allow the third party to administer the service or program, the Regional Fiscal Agent may retain up to 5% of the allocation/expenditures for Administrative Costs.
      OR
      The annualized cost of the employed regional manager.
   b) The determination of which administration fee methodology utilized will be discussed and documented by regional leadership and DAP specialist with DBDHS. Should the region choose the 5% this 5% will be determined based on the amount spent the previous fiscal year.
   c) The administration fee that is agreed upon will be sent in full to the region at the beginning of the fiscal year.

3. Any balance of LIPOS funds at the end of quarter 4 may be accounted for in the following fiscal year allocation. Unspent balances are not to be utilized without approval from DBHDS.

D. Reporting

1. The region will provide quarterly data on an agreed upon LIPOS data collection tool each quarter no later than 30 Days after the end of the quarter. Regions will maintain documentation of invoices from providers. These invoices and documentation shall be available to DBHDS upon request.

2. Any changes to the LIPOS reporting tool will be reviewed and discussed with CSB Regional Managers and they will be given a 30-day time frame to implement changes.

3. CSBs are responsible for maintaining reporting in the electronic health record for individuals receiving LIPOS contracted services.

AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
EXHIBIT I

Contract No. P1636.3

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AMENDMENT 3
AMENDED AND RESTATED
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MASTER AGREEMENT – SUPPLEMENTAL DOCUMENT
Exhibit J: Certified Preadmission Screening Clinician Requirements
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AMENDMENT 3
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FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
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Exhibit J: Certified Preadmission Screening Clinician Requirements
Contract No. P1636.3

Background

The Code of Virginia (§37.2-809, §16.1-338-340.1, §19.2-169.6) requires any person who conducts preadmission screening evaluations, for the purposes of temporary detention, to complete a certification program approved by the Virginia Department of Behavioral Health and Developmental Services (the "DBHDS").

The certification is valid throughout the Commonwealth. DBHDS regulates the certification, and recertification, of Certified Preadmission Screening Clinicians (CPSC), through regular compliance inspections, and according to the requirements outlined in this Agreement. DBHDS provides the certification based on the attestation of the individual's supervisor and executive director that the individual meets the certification requirements and has completed the orientation requirements.

1. Requirements for Initial Certification

All CPSC applicants seeking initial certification must meet the educational, professional licensure, orientation and supervision standards outlined herein.

A. Education and Licensure Requirements

1. CPSC applicants may be a Licensed Mental Health Professional (LMHP), *OR*

2. Qualified Mental Health Professional (QMHP) as defined by the Department of Health Professions.

   CPSCs hired on or before September 30, 2022, and who have fulfilled all requirements, and are an active QMHP or QMHP-T (Qualified Mental Health Professional-Trainee) with the Department of Health Professions, are appropriately certified to provide preadmission screening evaluations throughout the Commonwealth unless there is an interruption in their employment.

3. Applicants may apply that are not currently licensed or certified but hold the appropriate educational attainment and experience while being registered or in supervision with the appropriate professional board to become certified or licensed.

B. Orientation Requirements

All CPSC applicants must successfully complete orientation that meets the following content, observational and experiential requirements:

1. Completion of the requisite online training modules on topics that include legislative and regulatory requirements, disclosure of information, and clinical aspects of risk assessment including the modules on the preadmission screening report and REACH.

2. Completion of an Emergency Services (ES) orientation that meets the content requirements:
   a. Orientation to civil commitment process, legal requirements and performance contract related requirements.
   b. Orientation to documentation expectations and requirements.
   c. Orientation to expectations for use of clinical consultation with peers and supervisors
   d. Orientation to local policies and procedures

e. Orientation to role and interface with local law enforcement
f. Orientation to role and interface with magistrates and special justices
g. Orientation to resources for alternatives to hospitalization
h. Orientation to bed registry
i. Orientation to process for securing local private beds
j. Orientation to process for securing state facility beds
k. Orientation to process to access LIPOS or SARPOS funding
l. Orientation to alternatives for special populations [e.g., children, ID/DD or geriatric]
m. Orientation to Federal and State laws about allowed disclosure of information and communication in routine and emergency situations
n. Tour of local facilities (E.g., local hospitals, CSUs, jail, REACH, etc.) as relevant

3. Completion of 40 hours direct observation and direct provision of emergency services, to include conducting preadmission screening evaluations and other forms of crisis services including, but not limited to: knowledge of relevant laws, interviewing skills, mental status exam, substance use assessment, risk assessment, safety planning and accessing community referrals. The 40 hours may be done concurrently.

4. Completion of preadmission screening evaluations under direct observation of an LMHP or LMHP-R (Licensed Mental Health Professional-Resident) CPSC. The number required will be agreed upon by the CSB's Executive Director and ES Director/Manager.

5. Attestation by a supervisor that the applicant has reached an acceptable level of clinical competence and procedural knowledge to be certified.

6. For a minimum of the first three months of the certification period, newly certified CPSCs are required to consult with a supervisory-level CPSC when the outcome of any preadmission screening evaluation to not recommend hospitalization for an individual under an Emergency Custody Order (ECO).

7. Applicants may begin working independently as a CPSC when an application for certification as well as an attestation of completed orientation and of the ability of the individual to perform the CPSC responsibilities has been submitted to DBHDS at: preadmissionscreening@dbhds.virginia.gov.

8. The documentation associated with orientation and training must be maintained by the primary Community Services Board of employment and be provided to DBHDS for auditing purposes when requested.

2. Requirements for Maintaining Certification

In addition to the requirements for continuing education, supervision, and quality assurance/review outlined below, all applicants must demonstrate direct involvement in the delivery of emergency services, including the completion of preadmission screening evaluations during the certification period to maintain certification.

Individuals grandfathered as CPSCs under the July 1, 2016, Certification of Preadmission Screening Clinicians document maintain their grandfathered status under this agreement.

A. Continuing Education Requirements

Applicants for recertification are required to participate in 16 hours of relevant continuing education annually. The Community Services Board of employment will ensure that the continuing education requirement is met and must be able to provide documentation to DBHDS at any time for auditing purposes.

1. Individuals who are licensed by the Board of Health Professions may use their required continuing education hours for their license or registration as a qualified mental health professional to achieve this requirement.
2. All applicants are required to complete any new on-line training modules released by DBHDS, within 60 days of release. If a CPSC is out on extended leave, they may prorate these hours accordingly.

B. Supervision Requirements

1. Applicants for recertification are required to participate in a minimum of 12 hours of individual and/or group supervision, annually.
2. Licensed CPSC supervisors who direct the work of others and provide supervision/consultation to CPSCs conducting preadmission screenings are exempt from this requirement. Supervision may be provided in person, by audio or virtually with two-way audio-visual technology.
3. All staff with a QMHP must meet the required supervisory requirements outlined by the Department of Health Professions.

C. Quality Assurance/ Quality Improvement Reviews

1. Regardless of the length of the period of certification, and regardless of professional licensure, all applicants are required to participate in quality assurance/quality improvement review activities of at least 5 percent of all preadmission screening evaluations completed, annually.
2. These reviews must be completed by a supervisor who is a CPSC.
3. Documentation of these reviews shall include actions taken to improve the documentation and provision of crisis response services.
4. Domains to consider during review could include, but are not limited to: how were critical issues and concerns addressed; does narrative support disposition; was alternative transportation considered and if so, was it used; were required notifications completed if TDO was not recommended; was the safety plan fully articulated; was there sufficient care coordination and linkage to indicated alternatives; and if alternatives not indicated, what services were considered and why were they not appropriate and documentation should be included.

3. Requirements for CPSC Supervisors

For the purposes of this document, "supervisor" is defined as a: supervisory level, licensed CPSC, with a minimum of two years' experience working in crisis services. Supervisors have the

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authority to direct the decision making of clinician-level CPSCs and are directly responsible for the oversight of the delivery of emergency/crisis intervention services, to include quality assurance activities. Licensed CPSC supervisors are exempt from the requirement to complete a preadmission screening assessment and report annually.

CPSC supervisors who do not hold a professional license from the Board of Health Professions but are registered for supervision and meet the minimum of two years' experience working in crisis services may be utilized with a variance granted by DBHDS. Each variance must outline a timeline and path to bring the individual up to meeting the standard for CPSC Supervisors.

CPSC Supervisors must meet the following:

1. Completion of the Initial Certification process.

2. Continuing Education requirements described under Requirements for Maintaining Certification, Section 2. A.

3. Licensed CPSC supervisors who direct the work of others and provide supervision/consultation to CPSCs conducting preadmission screenings are exempt from the annual requirement to participate in a minimum of 12 hours of individual and/or group supervision.

4. DBHDS Notification of Change in Employment Status

The CSB must notify DBHDS, at preadmissionscreening@dbhds.virginia.gov, if a CPSC leaves the CSB's employment or transfers to another position within the CSB and will no longer be performing the duties of a CPSC. The CPSC's certification will be considered expired and subject to compliance with Section 5 of this Agreement. For CPSCs who remain with the same employer and will continue to work as a CPSC in any capacity, notification to the Department is not needed.

5. Hiring an Individual with Prior CPSC Experience

If an individual seeks a position as a CPSC, DBHDS will confirm the individual's certification status upon request received at preadmissionscreening@dbhds.virginia.gov.

A. If the certification is active and valid, the CSB is required to verify that any additional requirements for continued certification and supervision are met.

B. Licensed CPSCs whose certification has expired less than 24 months, only need to complete the local orientation for recertification.

C. CPSCs without professional licensure whose certification has expired less than 12 months, only need to complete the local orientation for recertification.

D. CPSCs without professional licensure whose certification has expired more than 12 months and licensed CPSCs whose certification has expired more than 24 months must complete the process for initial certification.

E. If the individual has CPSC experience and does not meet with the new requirements for a CPSC, a variance may be sought from DBHDS.

F. If the certification has not expired, the individual's hours for supervision and continuing education may be prorated to allow recertification when current certification expires.

6. Variance Requests

A variance request may be made to DBHDS on a case-by-case basis and should be sent via email to preadmissionscreening@dbhds.virginia.gov A variance request is needed if any of the above criteria for initial or recertification of certified pre-screeners or supervisors cannot be met. Approved variances expire on June 30th of each year. Variances received after April 1st will expire the following year on June 30th. The CSB will be responsible for submitting a report to DBHDS on the individual's initial or recertification progress within 30 days of the variance expiration date.

The variance request must outline the:
1. Specific educational and experiential background of the applicant.
2. Reason the variance is being sought.
3. Specific monitoring activities the CSB will perform with associated timelines to bring the individual into alignment with the required education and licensure requirements as applicable.

7. DBHDS Quality Assurance and Oversight

DBHDS Office of Crisis Services will ensure compliance with the requirements of this Exhibit by conducting reviews of samples of certification documentation during critical incident reviews and at other times as determined by DBHDS. Compliance reviews will include:

A. Review of documentation demonstrating compliance with orientation requirements.

B. Reviewing a copy of QMHP certification/registration.

C. Reviewing a copy of License or supervision enrollment from the Department of Health Professions. This includes annual verification of license status.

D. Reviewing any actions taken by the Department of Health Professions related to performance of any QMHP or LMHP CPSC.

E. Reviewing documentation demonstrating compliance with continuing education requirements, including completion, within 60 days of any new modules released by DBHDS.

F. Reviewing documentation demonstrating the provision of individual and/or group supervision hours for all CPSCs.

G. Review of documentation demonstrating quality assurance/quality improvement reviews and actions of at least 5 percent of all preadmission screening evaluations completed by each CPSC, including review of results and any subsequent quality improvement activities. Information identifying individual records reviewed must be available to DBHDS upon request.

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Attachments:
Appendix A: Out of Catchment Notification/Referral Form
Appendix B: Memo Regarding Patient Choice at Discharge
Appendix C: DAP Memory Care Justification Form
Appendix D: Admission Notifications
Appendix E: Dispute Process
Appendix F: Clinical Readiness Scale for State Psychiatric Hospitals with Psycho-Legal Considerations
Appendix G: Discharge Medication Protocol
Appendix H: Pilot Protocols for SWVMHI, SVMHI and CSH LOS 30 day or less.

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Department of Behavioral Health and Developmental Services

This document is designed to provide consistent direction and coordination of activities required of state hospitals and community services boards (CSBs) in the development and implementation of discharge planning. The activities delineated in these protocols are based on or referenced in the Code of Virginia or the community services performance contract. In these protocols, the term CSB includes operating CBSs, administrative policy CBSs, local government departments with a policy-advisory CSBs, established pursuant to § 37.2-100 of the Code of Virginia, and the behavioral health authority, established pursuant to § 37.2-601 et seq. of the Code of Virginia.

Shared Values:

Both CSBs and state hospitals recognize the importance of timely discharge planning and implementation of discharge plans to ensure the ongoing availability of state hospital beds for individuals presenting with acute psychiatric needs in the community or in local or regional jails. The recognition that discharge planning begins at admission is an important aspect of efficient discharge planning.

The Code of Virginia assigns the primary responsibility for discharge planning to CSBs; however, discharge planning is a collaborative process that must include state hospitals. CSBs and state hospitals are responsible for training new hires in the Collaborative Discharge Protocols.

Joint participation in treatment planning and frequent communication between CSBs and state hospitals are the most advantageous method of developing comprehensive treatment goals and implementing successful discharge plans. The treatment team, in consultation with the CSB, shall ascertain, document, and address the preferences of the individual and their surrogate decision maker (if one has been designated) in the assessment and discharge planning process that will promote elements of recovery, resiliency, self-determination, empowerment, and community integration.

DBHDS state psychiatric facilities operate as acute care psychiatric settings. The intent is for the individual to receive timely care for stabilization and discharge back into the community (including jail). DBHDS facilities should not be considered long-term care settings. There should be careful attention paid to timely and appropriate discharge planning while assuring the individuals rights to treatment and services in least restrictive settings is maintained.

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Protocols for Children and Commonwealth Center for Children and Adolescents

I. Collaborative Responsibilities Following Admission to State Hospital

	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
1.1	State hospitals staff shall assess each minor upon admission and periodically thereafter to determine whether the state hospital is an appropriate treatment site. Inappropriate admissions including minors with a primary diagnosis of substance abuse disorder will be reported to the CSB.	*Within one (1) business day of admission*	As active participants in the discharge process and consultants to the treatment process, CSB staff shall participate in discussions to determine whether the state hospital is an appropriate treatment facility.	

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
1.2	State hospital staff shall contact the case management CSB to notify the CSB of the new admission. State hospital staff shall also provide a copy of the admissions information/face sheet, including the name and phone number of the social worker assigned and the name of the admitting unit, to the CSB. If the information has references to substance use disorder, a release of information must be signed by the minor and/or legal guardian or the information related to substance use and treatment must be redacted. For minors who are discharged prior to the development of the individualized treatment plan; the treatment team is responsible for completing the Discharge Instructions in consultation with the CSB.	*Within one (1) business day of admission* *Within one (1) business day of admission*	Upon notification of admission, CSB staff shall begin the discharge planning process for both civil and forensic admissions. If the CSB disputes case management responsibility for the minor, the CSB shall notify the state hospital social worker upon notification of admission. 1. For minors who are discharged prior to the development of the individualized treatment plan, CSB responsibilities post discharge will be reflected in the discharge instructions. 2. For every admission to a state hospital from the CSB's service area that is not currently an open case at that CSB, the CSB shall develop an open case and assign case	*Immediately upon notice of admission*

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
			management responsibilities to the appropriate staff 3. CSB staff shall establish a personal contact (face-to-face, telephone, etc.) with the assigned social worker at least once for an acute hospitalization, at least weekly for minors receiving extended treatment, and within 2 days prior to the minor's discharge.	
1.3	Upon identification that the minor admitted to the state hospital has a co-occurring diagnosis of DD/ the hospital social worker will notify the designated CSB lead for discharge coordination and will: • Assist the case managers to compile the necessary documentation to implement		If the minor has an DD/ and co-occurring SMI, the CSB MH and ID Directors (or their designees) will identify and inform the state hospital social worker whether the ID or MH case manager will take the lead in discharge planning and work collaboratively with the CSB mental health discharge	

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
	the process for waiver and/or out of home placement. • Serve as a consultant to the DD case manager as needed; • Assist with coordinating on-site assessments by representatives from potential placement options.		liaison on eligibility-planning activities and state hospital discharge procedures. CSB DD responsibilities include the following: 1. Assessment of the minor for Medicaid Waiver eligibility; 2. If applicable, initiate the process for Medicaid Waiver funding for the minor receiving services; 3. Initiating the referral to Child REACH; 4. Participation in the development and updating of the discharge plan; 5. Participation in treatment team meetings, discharge planning meetings and other related meetings; 6. Assist in coordinating assessments; 7. Assistance in locating and securing needed specialists who	

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
			will support minor in the community once they have been discharged, i.e., doctors, behavioral support; 8. Providing support during the transition to community services; 9. Facilitation of the transfer of case management responsibilities to the receiving CSB or private provider according to the *Support Coordination/Case Management Transfer Procedures for Persons with Developmental Disability.*	
1.4	State hospital staff shall make every effort to contact the CSB Case Manager and legal guardian to discuss goals for treatment that will result in a timely discharge.	*Within one (1) business day of admission*	It is the joint responsibility of the hospital social worker and CSB staff to contact each other upon admission to discuss case specifics.	*Within one (1) business day*

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II. Needs Assessments & Discharge Planning

Joint Responsibility of the State Hospital & CSB				
2.1	The treatment team and CSB shall ascertain, document and address the preferences of the minor and his/her legal guardian in the individualized assessment and discharge planning process that will promote elements of recovery, self-determination, empowerment, and community integration.			
	State Hospital Responsibilities	**Time Frame**	**CSB Responsibilities**	**Time Frame**
2.2	The state hospital social worker shall complete the social work comprehensive assessment or readmission assessment update for each minor. This assessment shall provide information to help determine the minor's needs upon discharge.	*Within seven (7) calendar days of admission*	Discharge planning begins on the Initial Pre-Screening form and continues on the CSB/BHA discharge plan document. In completing the discharge plan, the CSB shall consult with members of the treatment team, the minor, his parent/legal guardian, and, with appropriate consent, other parties in determining the needs/preferences of the minor upon discharge. The Discharge Plan shall be developed in accordance with the *Code of Virginia* and the community services performance contract and shall: • include the anticipated date of discharge from the state facility;	

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			• identify the services needed for successful discharge, to include outpatient, educational, residential or community placement and the frequency of those services; and • specify the public or private providers that have agreed to provide these services.	
2.3			The CSB shall initiate development of the discharge plan. The discharge plan shall address the discharge needs identified in the comprehensive assessment in addition to other pertinent information within the clinical record. For minors whose primary legal residence is out of state, the pre-screening CSB shall retain discharge planning responsibility. ***Note:*** According to § 16.1-346.1 of the Code of Virginia the CSB retains ultimate responsibility for a timely and appropriate discharge plan for all minors discharging from a state hospital, therefore oversight and	*Immediately upon notice of admission*

			responsibility for said plan of minors in the custody of the Department for Social Services remains with the CSB.	
2.4	As a minor's needs change, the state hospital social worker shall document changes in the state hospital social worker's progress notes and update the CSB Case Manager.		If the minor's needs change or as more specific information about the discharge plan becomes available, the CSB staff shall update the discharge plan accordingly.	
Joint Responsibility of the State Hospital & CSB				
2.5	The treatment team in collaboration with the CSB shall ascertain, document, and address the preferences of the minor and parent or legal guardian as to the placement upon discharge. These preferences shall, to the greatest degree practicable, be considered in determining the optimal and appropriate discharge placement. ***NOTE:*** This may not be applicable for certain forensic admissions due to their legal status**.**			

III. Readiness for Discharge

	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time Frame
3.1	The CSB shall be notified when the treatment team determines that the minor is clinically ready for discharge and/or state hospital level of care is no longer required or, for voluntary admissions,	*Within one (1) business day*	Once the CSB has received notification of readiness for discharge, steps shall be taken to implement the discharge plan. The minor should be discharged from	*Immediately upon notice of admission*

	when consent has been withdrawn or *any of the following:* • The minor is unlikely to benefit from further acute inpatient psychiatric treatment; or • The minor has stabilized to the extent that inpatient psychiatric treatment in a state hospital is no longer the least restrictive treatment intervention.		the state hospital when deemed clinically ready for discharge.	
3.2	The hospital will conduct regularly scheduled reviews of all minors who are rated clinically ready for discharge or nearly ready (Rating of 1 or 2). These meetings will involve the participation of the hospital social worker(s).	*At least twice a month*	The CSB liaison (or their designee) assigned to any minor who is rated 1 or 2 on the Discharge Readiness scale will participate in all discharge review meetings and provide information related to discharge planning and any anticipated or experienced barriers to discharge.	

IV. Discharge Readiness Scale – Child and Adolescent

Rating Code	Description
1	• Has met treatment goals and no longer requires inpatient psychiatric hospitalization • Is exhibiting baseline behavior that is not anticipated to improve with continued inpatient treatment • No longer requires inpatient hospitalization even if there are barriers preventing discharge such as lack of placement

2	• Has made significant progress towards meetings treatment goals, but requires additional inpatient care to fully address clinical issues and/or there is a concern about adjustment difficulties • Receiving medication changes that must be monitored in an inpatient setting • Exhibiting significant clinical improvement, but court ordered "ten-day" evaluation is not completed
3	• Displays symptoms typical of child psychiatric hospitalizations such as suicidality, aggression, depression or anxiety but has not made significant progress towards treatment goals and requires treatment and further stabilization in an acute psychiatric inpatient setting • Displays symptoms atypical of child psychiatric hospitalizations (such as psychosis, etc.), is making progress towards treatment goals, but still requires further stabilization in an acute psychiatric inpatient setting
4	• Recent admission still requiring assessment • Displays symptoms atypical of child psychiatric hospitalizations such as psychosis, delusional and disorganized thoughts or paranoia • No progress toward psychiatric stability since admission • Requires constant 24 hour a day supervision in an acute inpatient psychiatric setting • Presents significant risk and/or behavioral management due to psychiatric diagnosis that requires psychiatric hospitalization to treat • Unable to actively engage in treatment and discharge planning, due to psychiatric or behavioral instability

NOTE:
Discharge planning begins on admission and is continuously active throughout hospitalization independent of the clinical readiness for discharge rating.

V. Finalizing Discharge

Joint Responsibility of the State Hospital, CSB, and DBHDS Central Office
When a disagreement between the state hospital and the CSB occurs regarding the discharge plan for an individual, both parties shall attempt to resolve the disagreement and will include parent/legal guardian as appropriate. If these parties are unable to reach a resolution, the state hospital will notify their Community Transition Specialist within three business days to request assistance in resolving the dispute. Please see appendix 4 for the Dispute Process.

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State Hospital Responsibilities	Timeframe	CSB responsibilities	Timeframe
The state psychiatric hospital will make every attempt to include all relevant parties in notification up to and including DSS, JDC and family		In the event that the CSB experiences extraordinary barriers to discharge and is unable to complete the discharge the determination that the youth is clinically ready for discharge, the CSB shall document in the CSB medical record the reason(s) why the discharge cannot occur The documentation shall describe the barriers to discharge - reason for placement on the Extraordinary Barriers List (EBL) and the specific steps being taken by the CSB to address these barriers.	*Within three (3) business days or five (5) calendar days of determination that individual is clinically ready for discharge*
There is expectation of collaboration of all relevant parties. CSBs maintain discharge responsibility and therefore should include DSS or JDC as required in any cases. ***Note: Discharge planning begins at admission and is continuously active throughout hospitalization, independent of an individual's clinical readiness for discharge rating.***			

Joint Responsibility of the State Hospital & CSB	
5.1	To the greatest extent possible, CSB staff, the minor and/or his legal guardian shall be a part of the discussion regarding the minor's clinical readiness for discharge. The state hospital social worker is responsible for communicating decisions regarding discharge readiness to the CSB staff. The state hospital social worker shall provide written notification of readiness for discharge when extraordinary barriers are known or anticipated and document the contact in the minor's medical record.

	NOTE: For minors under the jurisdiction of DJJ security regulations, discharge notification will occur within one (1) calendar day of discharge to jail, DJJ state hospital or juvenile detention center. According Virginia Code § 16.1-346.1 "A minor in detention or shelter care prior to admission to inpatient treatment shall be returned to the detention home, shelter care, or other facility approved by the Department of Juvenile Justice within 24 hours by the sheriff serving the jurisdiction where the minor was detained upon release from the treating facility, unless the juvenile and domestic relations district court having jurisdiction over the case has provided written authorization for release of the minor, prior to the scheduled date of release."			
	State Hospital Responsibilities		**CSB Responsibilities**	**Time Frame**
5.3			All discharge plans are expected to be implemented. The CSB shall initiate an Extraordinary Barriers Report on the minor and update the DBHDS and the state hospital regularly in the event that barriers delay the discharge more than 4 days past clinical readiness. The report shall describe the barriers to discharge and the specific steps being taken to address them.	*Within no more than four (4) calendar days of notification of clinical readiness.*
Joint Responsibility of the State Hospital & CSB				
5.4	The Office of Patient Clinical Services, Chief Medical Officer and Deputy Commissioner of Facility Services and CSB Executive Director shall monitor the progress of those minors with extraordinary barriers to discharge.			

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VI. Completing the Discharge Process

	State Hospital Responsibilities		CSB Responsibilities	
6.1	The treatment team shall prepare the discharge information and instructions (DIIF.) Prior to discharge, state hospital staff shall review the DIIF with the minor and/or parent/legal guardian and request his/her signature. Distribution of the DIIF shall be provided by the state hospital to the CSB **NOTE:** Minor's review of the DIIF may not be applicable for certain forensic admissions due to their legal status.	*No later than 24 hours post discharge or the next business day.*	To reduce re-admissions to state mental health facilities, CSBs, in conjunction with the treatment team, shall develop and complete, as clinically determined, a safety and support plan that is part of the minor's final discharge plan. It is the CSB liaisons responsibility to distribute any requested copies of the DIIF (DBHDS form 226) and supporting documentation to other next level providers and to other CSB care providers. **NOTE:** Safety and support plans are generally not required for court ordered evaluations, restoration to competency cases, and transfers from DJJ and detention. However, at the clinical discretion of the treatment team or the CSB, the development of a specialized safety and support plan may be advantageous when the minor presents significant risk factors, and for those minors who may be returning to the community following a brief incarceration period.	
6.2	The facility medical director shall be responsible for ensuring that the discharge summary is provided to the case management CSB (and DJJ when appropriate)	*Within ten (10) calendar days of the actual discharge date.*	CSB staff shall ensure that all arrangements for psychiatric services and medical follow-up appointments are in place prior to discharge, either by consultation with private providers or by arrangement with the CSB.	

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	State Hospital Responsibilities		**CSB Responsibilities**	
6.3			CSB staff shall ensure the coordination of any other intra-agency services, e.g. outpatient services, residential, etc.	
6.4			If the CSB is providing services, minors discharged from a state hospital with continuing psychotropic medication needs shall be scheduled to be seen by the CSB psychiatrist. In no case shall this initial appointment be scheduled longer than fourteen (14) calendar days following discharge. If the minor is treated by a psychiatrist in the community, the CSB is expected to ensure the aforementioned schedule is met either with the community-based psychiatrist or through the CSB. ***Note:*** In no case should agency policy or procedure place an undue burden on the family or delay in meeting this expectation.	*Within seven (7) calendar days post discharge, or sooner if the minor's condition warrants.*

VII. Transfer of Case Management CSB Responsibilities

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	State Hospital Responsibilities	Time Frame	CSB Responsibilities	Time frame
7.1	The state hospital social worker shall indicate in the progress notes any intention that is clearly expressed by the parent/legal guardian to change or transfer case management CSB responsibilities and the reason(s) for doing so. This shall be documented in the minor's medical record and communicated to the case management CSB. **EXCEPTION**: This process may be accelerated for discharges that require rapid response to secure admission to the community or residential placement.	*Immediately upon notification*	Transfers shall occur when the parent/legal guardian decides to relocate to another CSB service area. Should a placement outside of the minor's catchment area be pursued, the case management CSB shall notify the CSB affected by the potential placement. The case management CSB must complete and forward a copy of the out of catchment referral form to the receiving CSB. ***NOTE:*** Coordination of the possible transfer shall, when possible, allow for discussion of resource availability and resource allocation between the two CSBs prior to advancement of the transfer**.**	
7.2			At a minimum, the CSB shall meet (either in person, telephone, or video conferencing) with the minor and the treatment team. The case management CSB is responsible for completing the discharge plan, and safety and support plan. The case management CSB shall stay involved with the minor.	*Prior to the actual discharge date*

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Protocols for Adult and Geriatric Patients

I. General Requirements

Regional responsibility	Responsible entity	Timeframe
The CSB emergency services clinicians shall complete a tracking form documenting all private hospital contacts prior to seeking a bed of last resort at a state hospital, and transmit the form to the receiving state hospital, along with the preadmission screening form.	CSB emergency services	*Upon admission request to state hospital*
Each CSB shall provide the DBHDS Director of Clinical Services (or designee) with the names of CSB personnel who are serving as the CSB's state hospital discharge liaisons, Forensic Discharge Planners, Forensic Admissions Coordinator, MH directors or supervisors, DD directors and Executive Directors The DBHDS Office of Patient Clinical Services will update and distribute listings of all CSB discharge planning and state hospital social work contacts to the Office of Forensic Services, the CSB regional managers and state hospital social work directors, with the expectation that these will be distributed to individual CSBs and state hospital social workers.	CSBs DBHDS Office of Patient Clinical Services	*At least quarterly, or whenever changes occur* *At least quarterly*
DBHDS shall develop a process for developing, updating, and distributing a list of available housing resources funded by DBHDS for individuals being discharged from state hospitals. DBHDS shall review and update the list and ensure that it is available to CSB state hospital liaisons, CSB Forensic Discharge Planners, state hospital Forensic Coordinators, and state hospital social work staff, Forensic Coordinators and Director of Psychology and Forensic Services to ensure that all resource options are explored for individuals in state hospitals. At each census management meeting, there shall be a review (bed availability/updates) of the DBHDS funded programs in census management meetings by the community transition specialist.	Office of Patient clinical Services	*Updated at least quarterly*

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II. Collaborative Responsibilities Following Admission to State Hospitals: Civil/Non-Forensic Admissions

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
The CSB emergency services clinician shall notify the CSB discharge planner of every admission to a state hospital	*Within 24 hours of the issuance of the TDO*		
CSB staff shall begin the discharge planning process for both civil and forensic admissions.	*Upon notice of admission*	State hospital staff shall contact the CSB to notify them of the new admission- See Appendix D.	*Within one (1) business day*
If the CSB disputes case management CSB/discharge planning responsibility for the individual, the CSB shall notify the state hospital social work director immediately upon notification of the admission (for reference, please see the definition of "case management CSB/CSB responsible for discharge planning" contained in the glossary of this document). See dispute section Appendix D	*Upon notice of admission*	State hospital staff shall also provide a copy of the admissions information/face sheet to the CSB, as well as the name and phone number of the social worker assigned and the name of the admitting unit For individuals admitted with a primary developmental disability (DD) diagnosis, or a co-occurring mental health and DD diagnosis, the hospital social work director (or designee) shall communicate with the CSB discharge liaison and the DD Director to determine who the CSB has identified to take the lead in discharge planning (CSB liaison or DD staff). At a minimum, the CSB staff is who assigned lead discharge planning responsibilities shall participate in all treatment team meetings and discharge planning meetings; however, it is most advantageous if both staff can participate in treatment teams as much as possible. Even if the hospital liaison takes the lead, the hospital will notify the support coordinator of all treatment team meetings, census management meetings, etc.	*Within one (1) business day*
1. For every admission to a state hospital from the CSB's catchment area that is not currently open to services at that CSB, the CSB shall open the individual to consumer monitoring and assign case management/discharge planning responsibilities to the appropriate staff.	*Upon admission*		
2. CSB shall document in the EHR case management and discharge planning activities.	*Ongoing*		
3. The individual assigned to take the lead in discharge planning will ensure that other relevant parties (CSB program staff, jail	*Ongoing*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
providers, private providers, etc.) are engaged with state hospital social work staff and attend treatment plan meetings as necessary. 4. CSB staff shall establish a personal contact (preferably in person) with the hospitalized individual in order to initiate collaborative discharge planning. 5. CSB staff shall maintain contact with the patient (in person, phone calls, or virtually) at least monthly to ensure consideration of patient preference and choice in discharge planning.	*Within seven (7) calendar days of admission* *At least twice monthly*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
CSB staff will make arrangements to attend CTP and TPR meetings in person. If CSB staff are unable to physically attend the CTP or TPR meeting, the CSB may request arrangements for telephone or video conference.	*Ongoing*	State hospital staff shall inform the CSB by email of the date and time of CTP meetings.	*At least two (2) business days prior to the scheduled CTP meeting.*
In the event that the arrangements above are not possible, the CSB shall make efforts to discuss the individual's progress towards discharge with the state hospital social worker within two business days of the CTP or TPR meeting.	*Within two (2) business days of the missed meeting*	If CTP and TPR meetings must be changed from the originally scheduled time, the state hospital shall make every effort to ensure that the CSB is made aware of this change.	*At least two (2) business days prior to the rescheduled meeting*
Note: While it may not be possible for the CSB to attend every treatment planning meeting, participation in person or via phone or video conference is expected. This is the most effective method of developing comprehensive treatment goals and implementing efficient and successful discharge plans.		The initial CTP meeting shall be held within seven calendar days of admission. **Note**: It is expected that the state hospital will make every effort to include CSBs in CTP and TPRs, including providing alternative accommodations (such as phone or video) and scheduling meetings so that liaisons can participate in as many treatment team meetings as possible.	*Within seven (7) calendar days of admission*

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III. Collaborative Responsibilities Following Admission to State Hospitals for Justice-Involved Persons admitted for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail

Justice-involved persons admitted from Jail or community for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
CSB staff shall begin the discharge planning process for persons admitted from jail, or the community if on bond, as soon as possible following admission to a state hospital. If the CSB disputes case management CSB/discharge planning responsibility for the individual, the CSB shall notify the state hospital social work director (for reference, please see the definition of "case management CSB/CSB responsible for discharge planning" contained in the glossary of this document). See Appendix E For every person admitted to a state facility who is from the CSB's catchment area but is not currently open to services at that CSB, the CSB shall open the individual to consumer monitoring and assign case management and discharge planning responsibilities to the appropriate staff. For CSBs with DBHDS-funded Forensic Discharge Planning (FDP) staff positions, CSBs should leverage those positions to support the successful	*Upon notice of admission* *Upon notice of admission* *Upon notice of admission*	Once admitted to a state hospital, state hospital staff shall contact the CSB designated liaison to notify them of the new admission. Hospital staff shall provide a copy of the admissions information/face sheet to the CSB, as well as the name and phone number of the social worker and Forensic Coordinator assigned, and the name of the admitting unit. Hospital staff will track court dates from the Virginia Judiciary Online Case Information System 2.0 found at: Virginia Judiciary Online Case Information System. Hospital staff will provide the CSB timely updates on the forensic evaluators' findings, and updates on court dates during the course of hospitalization. **Note**: SSI reinstatement of benefits could occur without need for a new application within 12 months of being incarcerated. If the incarceration was over 12 months a new SSI application would	*Within one (1) business day* *Within seven (7) calendar days of admission; and ongoing during treatment planning* *Ongoing, as Needed*

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Justice-involved persons admitted from Jail or community for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
transition and discharge planning of individuals returning to jail following hospital discharge. CSB shall document in the EHR case management and discharge planning activities. CSB staff shall establish personal contact (preferably in person) with the individual in order to initiate collaborative discharge planning and to establish process for "warm hand-off" when returned to jail.	*Ongoing* *Within seven (7) calendar days of admission*	be needed. If Medicaid coverage is required, the jail will initiate contact with Cover Virginia Incarcerated Unit (CVIU) using the DOC Pre-Release window of 45 days. Expedited coverage can be requested if discharge would occur before the 45 days.	
The CSB's designated state hospital liaison will attend inpatient CTP and TPR meetings in person whenever possible. At a minimum, the CSB staff who is assigned lead discharge planning responsibilities shall participate in treatment team meetings and discharge planning meetings; however, it is most advantageous if the FDP staff can participate in treatment teams as much as possible. The individual assigned to take the lead in discharge planning will ensure that other relevant	*Ongoing* *Ongoing*	State hospital staff shall inform the CSB designated hospital liaison by email of the date and time of CTP and TPR meetings. The initial CTP meeting shall be held within seven calendar days of admission. If CTP and TPR meetings must be changed from the originally scheduled time, the state hospital	*At least two (2) business days prior to the scheduled meeting* *Within seven (7) calendar days of admission* *At least two (2) business days prior*

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Justice-involved persons admitted from Jail or community for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
parties (CSB program staff, FDP staff, private providers, etc.) are engaged with state hospital social work staff and included in CTP and TPR meetings as needed to facilitate successful discharge. If CSB staff are unable to physically attend the CTP or TPR meeting, the CSB may request arrangements for video conference. In the event that the arrangements above are not possible, the CSB shall make efforts to discuss the individual's progress towards discharge with the state hospital social worker within two business days of the CTP or TPR meeting. CSB staff are responsible for identifying treatment and support needs not only in the community but also in local or regional jails, in cases where the individuals will return to jail upon hospital discharge.	*Ongoing* *Within two (2) business days of the missed meeting* *Ongoing*	shall ensure that the CSB is made aware of this change via email. It is expected that the state hospital will provide alternative accommodations (such as video or phone) if CSB staff are unable to attend in person, and that meetings will be scheduled so that liaisons can participate in as many treatment team meetings as possible. The state hospital social worker and Forensic Coordinator will invite appropriate jail staff to participate in treatment team planning and/or discharge meetings as needed.	*to the rescheduled meeting* *Ongoing* *Ongoing*
Note: It is expected that individuals returning to jail upon state hospital discharge will receive a full-continuum of discharge planning services, including but not limited to: ongoing face-to-face follow-up from the CSB at least monthly in cases where the person who will remain in jail for 21-			

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Justice-involved persons admitted from Jail or community for Forensic Evaluation, Competency Restoration, or Emergency Treatment from Jail			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
days or more following hospital discharge, coordination with jail security and medical staff to monitor the individual's adjustment upon return to jail, and continued coordination of services upon the individual's release from jail. The length of time one remains in jail following discharge from the state hospital will vary, and may depend on the seriousness of the charges, prior criminal history, or other factors beyond the state hospital's or CSB's control. It is advised that treatment team social workers and CSB liaisons collaborate routinely with the state hospital Forensic Coordinator to discuss potential criminal case dispositions and monitor court dates, in order to provide effective discharge planning upon return to jail. For persons participating on a Behavioral Health Docket, information about potential disposition of their court case may be coordinated with the CSB's Docket liaison.			

IV. Collaborative Responsibilities Following a Not Guilty by Reason of Insanity (NGRI) Finding:

Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
CSB staff shall begin the discharge planning process for NGRI acquittees as soon as possible following admission to a state hospital for Temporary Custody evaluation or notification that an NGRI acquittee has been placed on Outpatient Temporary Custody (OPTC) status. If the CSB disputes case management CSB/discharge planning responsibility for the individual, the CSB shall notify the state hospital social work director (for reference, please see the definition of "case management CSB/CSB responsible for discharge planning" contained in the glossary of this document).	*Upon notice of inpatient admission or start of the OPTC period* *Upon notice of admission or start of OPTC period*	If an acquittee is admitted to a state hospital, state hospital staff shall contact the CSB NGRI Coordinator and CSB discharge planner to notify them of the new admission. Hospital staff shall provide a copy of the admissions information/face sheet to the CSB, as well as the name and phone number of the social worker assigned and the name of the admitting unit. The Office of Forensic Services will provide the CSB NGRI Coordinator copies of the court order and contact information for the acquittee, court, attorneys, and DBHDS Forensic Coordinator that	*Within one (1) business day of admission* *Within (7) calendar days of admission or start of OPTC period*

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Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
For every NGRI admitted to a state facility or placed onto Outpatient TC status who is from the CSB's catchment area but is not currently open to services at that CSB, the CSB shall open the individual to consumer monitoring and assign case management and discharge planning responsibilities to the appropriate staff. CSB staff shall establish a personal contact (preferably in person) with the NGRI acquittee in order to initiate collaborative discharge planning. For Outpatient TC cases, CSB staff are responsible for identifying treatment and support needs in the community, initiating referrals for services, and communicating any updates on the individual's progress to the DBHDS facility's Forensic Coordinator and Office of Forensic Services. The CSB NGRI Coordinator shall develop and transmit to the state hospital a fully developed conditional release plan (CRP) or unconditional release plan (UCRP) with all required signatures. If an NGRI acquittee is approved by the court for Conditional or Unconditional Release following the	*Upon notice of admission or start of OPTC period* *Within seven (7) calendar days of admission or start of OPTC period* *Upon start of OPTC period and Ongoing* *By the deadline indicated by the state hospital*	will be responsible for oversight of the evaluation process. Hospital staff will provide the CSB timely updates on the Temporary Custody evaluators' findings, copies of all reports including the IARR, and updates on court dates during the Temporary Custody period. In cases where one or both evaluators recommend conditional or unconditional release from Temporary Custody, the state hospital will notify the CSB via email of the need to prepare a written Conditional or Unconditional Release Plan and the due date for the plan to be returned. The state hospital will establish a due date no less than ten (10) business days from notification. The hospital will work jointly with the CSB in the development of the Conditional or Unconditional Release Plan. Hospital staff will provide notice to the CSB of the outcome of the Temporary Custody court hearing and copies of any orders issued from that hearing.	*Within two (2) business days* *Within one (2) business days of receipt of the evaluation(s)* *Ongoing* *Within two (2) business days of the court hearing or receipt of order*

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Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Temporary Custody period, the CSB is responsible for implementing the release plan.	*Upon receipt of court order approving release*		
NGRI Inpatient Commitment for Treatment			
The CSB NGRI Coordinator and/or the CSB discharge planner will attend inpatient CTP and TPR meetings in person whenever possible. At a minimum, the CSB staff who is assigned lead discharge planning responsibilities shall participate in treatment team meetings and discharge planning meetings; however, it is most advantageous if both staff can participate in treatment teams as much as possible. If the CSB NGRI Coordinator is unable to attend CTP and TPR meetings, the CSB discharge planner will ensure that they receive a summary update following each meeting. However, the CSB NGRI Coordinator shall attend any CTP and TPR meetings for NGRI patients with approval for unescorted community not overnight privileges and higher. If CSB staff are unable to physically attend the CTP or TPR meeting, the CSB may request arrangements for telephone or video conference.	*Ongoing* *Ongoing* *Ongoing*	State hospital staff shall inform the CSB NGRI Coordinator and CSB discharge planner by email of the date and time of CTP and TPR meetings. The initial CTP meeting shall be held within seven calendar days of admission. If CTP and TPR meetings must be changed from the originally scheduled time, the state hospital shall ensure that the CSB is made aware of this change via email. It is expected that the state hospital will provide alternative accommodations (such as phone or video) if CSB staff are unable to attend in person, and that meetings will be scheduled so that liaisons can participate in as many treatment team meetings as possible.	*At least two (2) business days prior to the scheduled meeting* *Within seven (7) calendar days of admission* *At least two (2) business days prior to the rescheduled meeting* *Ongoing*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
The individual assigned to take the lead in discharge planning will ensure that other relevant parties (CSB program staff, private providers, etc.) are engaged with state hospital social work staff. In the event that the arrangements above are not possible, the CSB shall make efforts to discuss the individual's progress towards discharge with the state hospital social worker within two business days of the CTP or TPR meeting. The CSB NGRI Coordinator shall review, edit, sign, and return the risk management plan (RMP) for individuals adjudicated as NGRI. The CSB NGRI Coordinator shall develop and transmit to the state hospital a fully developed conditional release plan (CRP) or unconditional release plan (UCRP) with all required signatures by the due date indicated.	*Ongoing* *Within two (2) business days of the missed meeting* *Within seven (7) business days of receiving the draft RMP from the state hospital* *By the deadline indicated by the state hospital*	State hospital staff shall provide notice to the CSB NGRI Coordinator of any meetings scheduled to review an acquittee's appropriateness for a privilege increase or release. The state hospital shall provide notice to the CSB NGRI Coordinator of the need for a risk management plan (RMP), a Conditional Release Plan (CRP), or an Unconditional Release Plan (UCRP) once the determination has been made that a privilege request packet must be developed. This notification will be emailed and will include a deadline by which the CSB should submit the required documentation; at a minimum the CSB should be provided 10 business days to supply the necessary product.	*At least two (2) business days prior to the scheduled meeting* *Within two (2) business days of identifying the need for a RMP, CRP, or UCRP*
Note: Virginia Code §§ 19.2-182.2, 19.2-182.5 (C), and 19.2-182.6(C) explicitly require CSBs or BHAs to plan for conditional release in conjunction with hospital staff and to implement the conditional release plan approved by the court. The conditional release plan shall be prepared jointly by the hospital and the CSB or BHA where the acquittee shall reside upon conditional release.			

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Initial NGRI Temporary Custody Evaluation Period			
CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Note: For some NGRI patients, the RMP or CRP may involve more than one CSB. It is essential that the CSB responsible for the development of these plans communicates effectively with other involved CSBs and ensures that these plans are signed as soon as possible according to the time frames above. **Note:** While it may not be possible for the CSB to attend every treatment planning meeting, participation in person or via phone or video conference is expected. This is the most effective method of developing comprehensive treatment goals and implementing efficient and successful discharge plans.			

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V. Needs Assessment

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Discharge planning begins at the point of admission and continues throughout hospitalization. This should include those released at hearing. In completing the discharge plan, the CSB shall consult with the individual, members of the treatment team, the surrogate decision maker, and (with consent) family members or other parties, to determine the preferences of the individual upon discharge. The CSB shall obtain required releases of information. The discharge plan shall include: • The anticipated date of discharge from the state hospital • The identified services needed for successful community placement and the frequency of those services • The specific public and/or private providers that have agreed to provide these services • If returning to jail, outline a plan for CSB follow-up in the jail until the individual's return to the community.	*At admission and ongoing thereafter* *At admission and ongoing thereafter* *As soon as possible upon admission and ongoing*	The state hospital social worker shall complete the comprehensive social work assessment. This assessment shall provide information to help determine the individual's needs upon discharge. The treatment team shall document the individual's preferences in assessing their unique needs upon discharge.	*Prior to the CTP (or within 72 hours as noted by TJC)* *Ongoing*
CSB shall assist with any required forms of identification, or obtaining required documents that an individual may already have.	*As needed*	The state hospital shall assess if any form of identification will be required for discharge planning purposes, what forms of identification	*Within one (1) week of admission*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
		the individual may already have available, and begin the process of obtaining identification if needed	
If the individual's needs change or as more specific information about the discharge plan becomes available, the CSB staff shall update the discharge plan accordingly	*Ongoing*	As an individual's needs change, the hospital social worker shall document changes in their progress notes and through communications/meetings with the CSB.	*Ongoing*
Note: The CSB and the state hospital treatment team shall ascertain, document, and address the preferences of the individual and the surrogate decision maker as to the placement upon discharge. These preferences shall be addressed to the greatest degree possible in determining the optimal and appropriate discharge placement (please see attached memo regarding patient choice in state hospital discharges)			

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VI. Pre-Discharge Planning

Note: please see glossary for information regarding state and federal regulations concerning release of information for discharge planning purposes

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
For the following services, the CSB shall confirm the availability of services, as well as the individual's appropriateness for services; or refer to a private provider for services: • Case management • Psychosocial rehabilitation • Mental health skill building • Permanent supportive housing • PACT/ICT • Other residential services operated by the CSB or region • Substance Use Services • PHP/IOP • Individual/group therapy • Other relevant services The CSB shall share the outcome of the assessment and the date when the services will be available with the hospital treatment team.	*Within five (5) business days of receiving the referral* *Immediately upon completion of the assessment*	The state hospital treatment team shall review discharge needs on an ongoing basis. If referrals for the following services are needed for the individual, the hospital social worker shall refer the individual to the CSB responsible for discharge planning for assessment for eligibility • Case management • Psychosocial rehabilitation • Mental health skill building • Permanent supportive housing • PACT/ICT • Other residential services operated by the CSB or region • Substance Use Services • PHP/IOP • Individual/ group therapy • Other relevant services	*Within two (2) business days of the treatment team identifying the need for the services*
		Individuals Returning to Jail: The treatment team social worker in collaboration with the state hospital Forensic	*Ongoing*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
		Coordinator will ensure the treatment team has a copy of the jail medication formulary. For medications that are not on the jail formulary but that the prescriber believes is necessary for patient care, the current prescriber will consult with the jail medical provider prior to the individual's return to jail and incorporate into the discharge plan the support needed for ongoing stability.	
NGRI Acquittees: The CSB Executive Director shall appoint an individual with the appropriate knowledge, skills, and abilities to serve as NGRI Coordinator for their agency (please see glossary for specific requirements)	*Ongoing;* *Changes in assigned NGRI Coordinator should be communicated to DBHDS Central Office Forensics staff within two (2) business days*		
Guardianship: Upon being notified of the need for a guardian, the CSB shall explore potential individuals/agencies to serve in that capacity. If the CSB cannot locate a suitable candidate who agrees to serve as guardian and lack of a guardian is a barrier to discharge, they shall notify the state	*Within two (2) business days of notification* *Within ten (10) business days of notification of need for a guardian*	**Guardianship:** Evaluation for the need for a guardian shall start upon admission and be addressed at each treatment team meeting for all patients; both civil and forensic. Activities related to securing a guardian (if needed) start and continue regardless of a patient's discharge readiness level.	*Ongoing*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
hospital to begin the process of referral for a DBHDS guardianship slot. They will provide relevant documentation of attempts to find suitable guardian. If DBHDS awards a Mental Health Guardianship slot to the individual and the individual is accepted by a public or private guardianship program, the CSB shall retain an attorney on behalf of the individual to file a guardianship petition with the court.	*Immediately upon notification of acceptance by the guardianship program*	The hospital social worker shall notify the CSB discharge planner that the treatment team has determined that the individual is in need of a guardian in order to be safely discharged. If notified by the CSB that a suitable candidate for guardianship cannot be located, the state hospital shall begin the process of referring the individual to DBHDS Central Office for a DBHDS Guardianship slot. This referral shall include a comprehensive assessment of the individual's lack of capacity, and potential for regaining capacity. This assessment shall be shared with the CSB upon completion by the evaluating clinician. Guardianship referrals required for forensic patients hospitalized for restoration should be submitted immediately upon being found unrestorably incompetent to stand trial (URIST) by the court.	*Within two (2) business days of determination* *Immediately upon notification by the CSB of the need for a DBHDS guardianship slot*
Note: Discharge planning should include an evaluation of patient preferences in addition to their support and service needs based on least restrictive settings and available resources. DBHDS funded programs and services must be exhausted before DAP funding can be utilized. CSB shall keep a tracking sheet of all referrals made, date referred, follow-up dates, and outcomes.			

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Permanent Supportive Housing (PSH)			
The CSB shall obtain verbal consent and releases, if necessary, from the individual or the surrogate decision maker to make referral to PSH program.	*As soon as PSH is being considered, and prior to the individual being determined to be RFD*	The state hospital shall assist in the facilitation of interviews/assessments required by PSH provider	*Upon request*
The CSB shall obtain required documentation and send the referral packet to the PSH program.	*As soon as PSH is being considered, and prior to the individual being determined to be RFD*	The state hospital will provide any copies of vital records and financial (benefits) information to the CSB for PSH application	*Within one (1) business day of request from CSB*
The CSB will determine options for a step-down, such as a hotel, while PSH unit is pending.	*As soon as accepted to PSH program*		
If a patient is denied, the CSB should attempt to obtain the reason for denial	*Upon notice of denial*		
Transitional			
The CSB shall obtain verbal consent and releases, if necessary, from the individual or the surrogate decision maker to make referral to transitional program.	*As soon as a transitional housing is being considered, and prior to the individual being determined to be RFD*	The state hospital shall assist in the facilitation of interviews/assessments required by transitional provider.	*Upon request*
The CSB shall obtain required documentation and send the referral packet to the transitional program.		The state hospital will provide any copies of vital records and financial (benefits) information to the CSB for transitional application	*Within one (1) business day of request from CSB*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
CSB will refer to PSH prior to discharge if the individual will transition to PSH upon completion of transitional program. If a patient is denied, the CSB should attempt to obtain the reason for denial	*Within two (2) business days of becoming discharge ready level 2* *Simultaneously with referrals for transitional* *Upon notice of denial*	The state hospital will document in the EHR and in the hospital discharge instructions that the individual is recommended for PSH, if appropriate, upon completion of transitional program.	*Prior to discharge*
Mental Health Group Homes The CSB shall obtain verbal consent and releases, if necessary, from the individual or the surrogate decision maker to make referrals to mental health group homes. The CSB shall obtain required documentation and send the referral packet to mental health group homes. If a patient is denied, the CSB should attempt to obtain the reason for denial	*As soon as a mental health group home is being considered, and prior to the individual being determined to be RFD* *Within two (2) business days of becoming discharge ready level 2* *Upon notice of denial*	The state hospital shall assist in the facilitation of interviews/assessments required by transitional provider The state hospital will provide any copies of vital records and financial (benefits) information to the CSB for transitional application	*Upon request* *Within one (1) business day of request from CSB*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Assisted Living (ALF) referrals:		**Assisted Living (ALF) referrals:**	
The CSB shall obtain verbal consent and releases from the individual or the surrogate decision maker to begin initial contacts to facilities regarding bed availability and willingness to consider the individual for placement.	*As soon as an ALF is being considered, and prior to the individual being determined to be RFD*	The state hospital will not recommend congregate settings without first completing the housing first evaluation to determine patient needs and preferences. The state hospital shall complete the UAI and DMAS-96	*Within five (5) business days of the individual being found discharge ready level 2*
The CSB shall obtain required documentation and send referral packets to multiple potential placements. The referrals are to be sent simultaneously.	*Within one (1) business day of receiving the UAI*	The state hospital shall transmit the UAI and DMAS- 96 to the CSB	*Immediately upon completion of the UAI*
If the CSB does not receive a response from a potential placement, the CSB shall be follow up on the status of the referral. It is expected that the CSB will continue to communicate with the provider until a disposition decision is reached or the patient discharges to a different placement.	*Within two (2) business days of sending the referral and at least weekly thereafter*	The state hospital shall assist the CSB in the facilitation of interviews/assessments required by potential ALF providers	*Upon request*
If a patient is denied, the CSB should attempt to obtain the reason for denial	*Upon notice of denial*		
If it is determined that a secure Memory Care unit is recommended and that DAP will be required to fund this placement, the CSB shall completed the Memory Care	*Prior to referring to private pay Memory Care units*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Justification form, submit to the Community Transition Specialist for their hospital, and receive approval prior to referring to secure memory care units.			
Nursing home (NH) referrals: The CSB shall obtain verbal consent and releases from the individual or the surrogate decision maker to begin initial contacts regarding bed availability and willingness to consider the individual for placement. The CSB shall obtain required documentation and send referral packets to multiple potential placements. The referrals are to be sent simultaneously. If the CSB does not receive a response from a potential placement, the CSB shall be follow up on the status of the referral. It is expected that the CSB will continue to communicate with the provider until a disposition decision is reached or the patient discharges to a different placement.	*As soon as an NH is being considered, and prior to the individual being determined to be RFD* *Within one (1) business day after receiving the UAI* *Within two (2) business days of sending the referral and at least weekly thereafter*	**Nursing home (NH) referrals:** The state hospital shall complete the UAI For individuals who require PASRR screening, the state hospital shall send the referral packet to Maximus. The results of the level 2 PASRR screening shall be transmitted to the CSB. The state hospital shall assist the CSB in the facilitation of interviews/assessments required by potential nursing home providers.	*Within five (5) business days of the individual being found discharge ready level 2* *Within one (1) business day of RFD date* *Immediately upon receipt of the screening results* *Upon request*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
If a patient is denied, the CSB should attempt to obtain the reason for denial.	*Upon notice of denial*		
Shelter placements: In the case of out of catchment shelter placements, CSB staff shall notify the CSB that serves the catchment area of the shelter and will follow the procedures as outlined in the CSB transfers section for out of catchment placements.	*As soon as shelter discharge is identified as the discharge plan*	**Shelter placements:** If discharge to a shelter is clinically recommended and the individual or their surrogate decision maker agrees with this placement, the hospital social worker shall document this recommendation in the medical record. The hospital social worker shall notify the director of social work when CSB consultation has occurred. The director of social work shall review the plan for discharge to a shelter with the medical director (or their designee). Following this review, the medical director (or designee) shall document endorsement of the plan for discharge to a shelter in the individual's medical record. In the case of out of catchment shelter placements, hospital staff shall notify both the CSB responsible for discharge planning, as well as the CSB that serves the catchment area of the shelter.	*Prior to discharge*

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Individuals with a developmental disability (DD) diagnosis:		**Individuals with a developmental disability (DD) diagnosis:**	
The CSB liaison and support coordinator shall participate in the development and updating of the discharge plan, including attending and participating in treatment team meetings, discharge planning meetings, census management and other related meetings.	*Within one (1) business day of admission*	Upon identification than an individual admitted to the state hospital has a DD diagnosis, the hospital social work director shall notify the CSB liaison/case manager and the CSB DD director (or designee).	*Immediately upon notification of diagnosis*
		The state hospital shall notify the designated CSB lead for discharge planning of all relevant meetings, as well as the REACH hospital liaison (if REACH is involved) so attendance can be arranged.	*Ongoing*
The CSB shall send referrals to multiple potential placements. The referrals are to be sent simultaneously. If the CSB does not receive a response from a potential placement, the CSB shall follow up on the status of the referral. It is expected that the CSB will continue to communicate with the provider until a disposition decision is reached or the patient discharges to a different placement.	*Within ten (10) business days of request for services*		
		The state hospital shall assist the CSB in compiling all necessary documentation to implement the process for obtaining a DD waiver and/or bridge funding. This may include conducting psychological testing and assessments as needed.	*Ongoing. Required psychological testing and assessment shall be completed within 21 calendar days of referral*
The CSB shall assist in scheduling tours/visits with potential providers for the individual and/or the individual's surrogate decision maker.	*Immediately upon notification of need*		
		The state hospital shall serve as a consultant to the DD case manager as needed.	*Ongoing*
The CSB shall locate and secure needed specialists who will support the individual in the community at discharge.		The state hospital shall assist with coordinating assessments with potential providers.	

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
If the individual is moving outside their home area, the CSB shall notify the CSB in which the individual will reside upon discharge	*Within three (3) business days of admission*	The state hospital shall facilitate tours/visits with potential providers for the individual and/or the individual's surrogate decision maker. Note: When requested referrals or assessments are not completed in a timely manner, the state hospital director shall contact the CSB Executive Director to resolve delays in the referral and assessment process.	*At the time that the individual is rated a discharge ready level 2*
If it is anticipated that an individual with a DD diagnosis is going to require transitional funding, the CSB shall complete an application for DD crisis funds.	*Upon admission and ongoing*		*Ongoing*
The CSB will maintain contact with all service providers to ensure timely completion of tasks required for discharge.	*Immediately upon notification of need*		
The Support Coordinator shall consult with the Community Integration Manager and or a Community Resource Consultant, as needed, to ensure required services are identified and in place prior to discharge. These supports may include, but are not limited to: • Therapeutic Consultation provider to develop, monitor, and revise a Behavior Support Plan • Customized Rate for increased staffing, specialized staffing, and or programmatic oversight	*Ongoing* *As needed*		

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
• REACH Community Crisis Stabilization Support • Support training for residential provider staff • Private duty or skilled nursing • Day Services			

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VII. Readiness for Discharge

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Once the CSB has received notification of an individuals' readiness for discharge, they shall take immediate steps to implement the discharge plan	*Immediately upon notification*	The treatment team shall assess and rate the clinical readiness for discharge for all individuals The state hospital social worker shall notify the CSB and DBHDS Community Transition Specialist through the use of email when the treatment team has made a change to an individual's discharge readiness rating. This includes when an individual is determined to be ready for discharge and no longer requires inpatient level of care. Or, for voluntary admissions, when consent has been withdrawn.	*A minimum of weekly* *Within one (1) business day*
CSB liaisons will provide a discharge planning update on all of their patients rated clinically ready for discharge (level 1) weekly either via email or participation in the census management meeting.	*Weekly by Close of business Friday*	The state hospital shall use encrypted email to provide notification to each CSB's liaison, DS director if applicable the liaison's supervisor, the CSB behavioral health director or equivalent, the CSB executive director, the state hospital social work director, the state hospital director, the appropriate Regional Manager, and the Central Office Community Transition Specialist, Community Integration Manager (and others as appropriate) of every individual who is ready for discharge, including the date that the individual was determined to be clinically ready for discharge.	*Weekly, no later than Wednesday*

		Note: These notifications and responses shall occur for all individuals, including individuals who were diverted from other state hospitals. Upon receipt of the CSB liaison's update, the state hospital will review	

VIII. Finalizing Discharge

Joint Responsibility of the State Hospital, CSB, and DBHDS Central Office

At a minimum, the state hospital and CSB staff shall review individuals rated a 1 on the clinical readiness for discharge scale on a weekly basis and document in the EHR on the identified form.

Individuals rated a 2 on the clinical readiness for discharge scale shall be jointly reviewed at least once per month. To ensure that discharge planning is occurring at an efficient pace, the CSB shall provide updated discharge planning progress that shall be documented in these reviews. The regional utilization structures shall review at least monthly the placement status of those individuals who are on the EBL.

The Office of Patient Clinical Services shall monitor the progress of those individuals who are identified as being ready for discharge, with a specific focus on individuals who are on the EBL.

When a disagreement between the state hospital and the CSB occurs regarding the discharge plan for an individual, both parties shall attempt to revolve the disagreement and will include the individual and their surrogate decision maker, if appropriate. If these parties are unable to reach a resolution, the state hospital will notify their Central Office Community Transition Specialist within three business days to request assistance in resolving the dispute.

Please see EBL definition in Glossary.

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe

In the event that the CSB experiences extraordinary barriers to discharge and is unable to complete the discharge within seven (7) calendar days of the determination that the individual is clinically ready for discharge, the CSB shall document in the CSB medical record the reason(s) why the discharge cannot occur within seven (7) days of determination. The documentation shall describe the barriers to discharge (i.e. reason for placement on the Extraordinary Barriers List (EBL) and the specific steps being taken by the CSB to address these barriers.	*Within seven (7) calendar days of determination that individual is clinically ready for discharge*		
The reduce readmissions to state hospitals, CSBs, in conjunction with the treatment team, shall develop and complete (when clinically indicated) a safety and support plan as part of the individual's discharge plan **Note**: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period. **Exception**: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan.	*Prior to discharge*	The state hospital shall collaborate and provide assistance in the development of safety and support plans **Note**: Safety and support plans are generally not required for court-ordered evaluations, restoration to competency cases, and jail transfers; however, at the clinical discretion of the CSB and/or treatment team, the development of a safety and support plan may be advantageous when the individuals presents significant risk factors, and for those individuals who will be returning to the community following a brief incarceration period. **Exception**: Due to having a risk management plan as part of the conditional release plan, NGRI acquittees do not require a safety and support plan	*Prior to discharge*

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If an individual would benefit from a trial pass due to clinical reasons, the CSB will make a request to the hospital to include the clinical reasons the pass is being requested.	*Prior to discharge, as needed*	Trial passes to an identified placement are approved on a case-by-case basis. The hospital will collaborate with the CSB and identified placement to address any issues that may arise during a trial pass. This will include set time and completion of an approved pass form with contacts, obligations, and agreement from facility to hold the individual.	*Upon request* *Upon request*
If a trial pass is approved, the CSB will take the lead on planning to include collaborating with the hospital on transportation,	*Once approved*		
The CSB shall check in daily with the identified provider to include any problem solving for issues that may arise. The CSB will keep the hospital informed.	*Daily*		
If the trial pass is a pass to discharge, the CSB will continue with discharge planning activities and confirm with the identified provider that discharge will move forward. until the individual is officially discharged.	*As needed*		

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CSB staff shall ensure that all arrangements for psychiatric services and medical follow up appointments are in place.	*Prior to discharge*	The state hospitals shall complete the H&P, PPD, other admissions paperwork, and signed orders for the placement.	*As soon as placement is identified*
CSB staff shall ensure the coordination of any other intra-agency services (e.g. employment, outpatient services, residential, etc.) and follow up on applications for entitlements and other resources submitted by the state hospital.	*Prior to and following discharge*	The state hospitals shall provide medication and/or prescriptions upon discharge.	*At discharge*
The CSB case manager, primary therapist, or other designated clinical staff shall schedule an appointment to see individuals who have been discharged from a state hospital.	*Within seven (7) calendar days, or sooner if the individual's condition warrants*		
The CSB case manager, discharge liaison, or other designated clinical staff shall ensure that an appointment with the CSB (or private) psychiatrist is scheduled when the individual is being discharged on psychiatric medications.	*Within seven (7) calendar days of discharge*		

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Benefit applications: For any patient who is committed to a state facility (or CMA), and whose hospital stay is less than 30 days, the CSB shall initiate applications for Social Security benefits. The CSB shall complete the SSA-1696 Appointment of Representative Form and provide a copy to the hospital social worker or benefits coordinator. The CSB shall contact the entity responsible for processing entitlement applications (SSA, DSS, etc.) to ensure that the benefits application has been received and that these entities have all required documentation. If benefits are not active with 30 days of the patient's discharge, the CSB shall again contact the entity responsible for processing the entitlement application in order to expedite benefit approval.	*As soon as a discharge date is finalized* *Within three (3) business days of being requested* *Upon submission* *30 days post-discharge, and every 15 days thereafter until benefits are active*	**Benefit applications:** State hospital staff will verify insurance and benefits upon admission. State hospital staff shall initiate applications for Medicare, Medicaid, Social Security benefits, Auxiliary Grant, and other financial entitlements as necessary. Applications shall be initiated in a timely manner per federal and state regulations **Note**: For patients whose hospital stay is less than 30 days, the CSB will be responsible for Social Security applications **Note**: For patients that will be applying for an Auxiliary Grant some exceptions may apply for programs with other agreements. *State hospital will request that the CSB complete the SSA-1696.* To facilitate follow-up, if benefits are not active at the time of discharge, the state hospital shall notify the CSB of the type of entitlement application, as well as the date it was submitted, and include a copy of entitlement applications with the discharge documentation that is provided to the CSB.	*Prior to discharge and per federal and state regulations* *When SSA benefits are being applied for*

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Vital Documents: For any patient who is committed to a state facility (or CMA), and whose hospital stay is less than 30 days, the CSB shall initiate acquiring vital documents if patient cannot provide those. The CSB shall complete the SSA-1696 Appointment of Representative Form and provide a copy to the hospital social worker or benefits coordinator. The CSB shall contact the entity responsible for acquiring these items (SSA, DMV, VDH, etc.) to ensure that the information has been received and what these entities may require for documentation. If vital documents have not been acquired within 30 days of the patient's discharge, the CSB shall again contact the entity responsible for processing.	*As soon as admission occurs* *Within three (3) business days of being requested* *Upon submission* *30 days post-discharge, and every 15 days thereafter until acquired*	**Vital Documents:** State hospital staff will verify vital documents upon admission. State hospital staff shall initiate applications for Photo ID's, Birth Certificates, Social Security cards, and other documents as necessary. Applications shall be initiated in a timely manner per federal and state regulations *State hospital will request that the CSB complete the SSA-1696.* To facilitate follow-up, if vital documents are not active at the time of discharge, the state hospital shall notify the CSB of the type of the vital documents still needed, as well as the date it was requested, and include a copy of any applications with the discharge documentation that is provided to the CSB	*Prior to discharge and per federal and state regulations* *When SSA benefits are being applied for*

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Discharge Transportation: The CSB shall ensure that discharge transportation is arranged for individuals discharging from state hospitals. **Note**: When transportation is the only remaining barrier to discharge, the state hospital and CSB will implement a resolution process for resolving transportation issues when these are anticipated to result in discharges being delayed by 24 hours or more.	*Prior to scheduled discharge date*	**Note**: When transportation is the only remaining barrier to discharge, the state hospital and CSB will implement a resolution process for resolving transportation issues when these are anticipated to result in discharges being delayed by 24 hours or more.	
		Discharge Instructions: The treatment team shall complete the discharge information and instructions form (DIIF). State hospital staff shall review the DIIF with the individual and/or their surrogate decision maker and request their signature. Distribution of the DIIF shall be provided to all next level of care providers, including the CSB. The state hospital medical director shall be responsible for ensuring that the physician's discharge summary is provided to the CSB responsible for discharge planning (and prison or jails, when appropriate)	*Prior to discharge* *At discharge* *At discharge*

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Transfers between CSBs

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Transfers shall occur when an individual is being discharged to a different CSB catchment area than the CSB responsible for discharge planning. If a determination is made that an individual will be relocating post-discharge, the CSB responsible for discharge planning shall immediately notify the CSB affected.	*Prior to discharge as soon as accepting placement is confirmed*	The state hospital social worker shall indicate in the discharge instructions the Case Management CSB and the Discharge CSB to indicate a change in CSB.	*At discharge*
The CSB shall complete and forward a copy of the Out of Catchment Notification/Referral form to the receiving CSB. **see appendix for out of catchment referral	*Prior to discharge as soon as accepting placement is confirmed*		
Note: Coordination of the possible transfer shall, when possible, allow for discussion of resource availability and resource allocation between the two CSBs prior to the transfer. Exception to above may occur when the CSB, individual served, and/or their surrogate decision maker wish to keep services at the original CSB, while living in a different CSB catchment area. For individuals who are enrolled in CSB DD services, please follow the *Transferring Support Coordination/DD Waiver Slots* policy.			

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
At a minimum, the CSB responsible for discharge and the CSB that serves the discharge catchment area shall collaborate prior to the actual discharge date. The CSB responsible for discharge planning is responsible for completing the discharge plan, conditional release plan, and safety and support plan (if indicated), and for the scheduling of follow up appointments. While not responsible for the development of the discharge plan and the safety and support plan, the CSB that serves the catchment area where the patient will be discharged should be actively involved in the development of these plans. The arrangements for and logistics of this involvement are to be documented in the discharge plan and the individual's medical record. The CSB responsible for discharge planning shall provide the CSB that serves the catchment area where the patient will be discharging with copies of all relevant documentation related to the treatment of the individual.	*Prior to discharge as soon as accepting placement is confirmed* *Within two (2) business days of notification of intent to transfer*		
If the two CSBs cannot agree on the transfer at discharge, they shall seek resolution from the Director of Clinical Services (or designee). The CSB responsible for discharge planning shall initiate this contact.			

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CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
NGRI Acquittees: The *Guidelines for the Management of Individuals Found Not Guilty by Reason of Insanity (Revised 2023)* indicate that individuals who have been found not guilty by reason of insanity may take up residence in any area of the state of their choosing. They are not required to return to the area from which they were originally acquitted by reason of insanity, nor to the jurisdiction where they lived prior to admission. All referrals for CSB case transfer of NGRI acquittee shall follow the standard transfer process as described above, including use of the Out of Catchment Notification/Referral Form (see appendix). CSBs shall not refuse to accept transfer of an NGRI case transfer unless they can clearly demonstrate that the necessary services or supports required to manage the acquittee's risk are unavailable through the CSB or private providers in the area and that the transfer would create increased risk to the community or the acquittee as a result. The CSB's current NGRI caseload size shall not be a reason for refusal to accept transfers. The court of jurisdiction MUST approve the placement for an insanity acquittee and their responsible CSB prior to placement in the community. This information will be identified in the proposed conditional release plan prepared by the referring CSB (with input from the receiving CSB).			

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Glossary

Acute admissions or acute care services: Services that provide intensive short-term psychiatric treatment in state mental health hospitals.

Case management CSB/CSB responsible for discharge planning: The public body established pursuant to § 37.2-501 of the *Code of Virginia* that provides mental health, developmental, and substance abuse services within each city and county that established it and in which, in the case of a minor, a minor's parent or legal guardian resides, or for adults, the adult resides or in which surrogate decision maker resides. The case management CSB is responsible for case management and liaising with the hospital when an individual is admitted to a state hospital, and for discharge planning. If the individual, surrogate decision maker, or parent/legal guardian (in the case of a minor) chooses for the individual to reside in a different locality after discharge from the state hospital, the CSB serving that locality becomes the receiving CSB and works with the CSB responsible for discharge planning/referring CSB, the individual, and the state hospital to affect a smooth transition and discharge. The CSB responsible for discharge planning is ultimately responsible for the completion of the discharge plan. Reference in these protocols to CSB means CSB responsible for discharge planning, unless the context clearly indicates otherwise.

Case management/ CSB responsible for discharge planning designations may vary from the definition above under the following circumstances:

- When the individual's living situation is unknown or cannot be determined, or the individual lives outside of Virginia, the CSB responsible for discharge planning is the CSB which completed the pre-screening admission form.
- For individuals who are transient or homeless, the CSB serving the catchment area in which the individual is living or sheltered at the time of pre-screening is the CSB responsible for discharge planning.
- When a CSB other than the pre-screening CSB is continuing to provide services and supports to the individual, then the CSB responsible for discharge planning is the CSB providing those services and supports.
- For individuals in correctional facilities, in local hospitals, or Veteran's Administration facilities, or in regional treatment/detox programs, the CSB responsible for discharge planning is the CSB serving the catchment area in which the individual resided prior to incarceration, or admission to local hospitals, Veterans Administration facilities, or regional detox programs
- In instances in which there is a dispute related to which CSB is responsible for discharge planning, the state hospital will work collaboratively with the CSBs involved to determine which CSB is responsible within two business days. If resolution cannot be reached, the state hospital will contact their Community Transition Specialist who will make a determination based on the available information.

Census Management Meetings: Collaborative meetings that are consistently facilitated between CSBs and state facilities in an effort to address barriers to discharge.

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Comprehensive treatment planning meeting (CTP): A meeting which follows the initial treatment meeting and occurs within seven days (three days for children/adolescents) of admission to a state hospital. At this meeting, the individual's comprehensive treatment plan (CTP) is developed by the treatment team in consultation with the individual, the surrogate decision maker (or parent/legal guardian for minors), the CSB and, with the individual's (parent/legal guardian for minors) consent, family members and private providers. The purpose of the meeting is to guide, direct, and support all treatment aspects for the individual.

Co-occurring disorders: Individuals are diagnosed with more than one, and often several, of the following disorders: mental health disorders, developmental disability, or substance use disorders. Individuals may have more than one substance use disorder and more than one mental health disorder. At an individual level, co-occurring disorders exist when at least one disorder of each type (for example: a mental health and substance use disorder or developmental disability and mental health disorder) can be identified independently of the other and are not simply a cluster of symptoms resulting from a single disorder.

Discharge plan or pre-discharge plan: Hereafter referred to as the discharge plan, means an individualized plan for post-hospital services that is developed by the case management CSB in accordance with § 37.2-505 and § 16.1-346.1 of the Code of Virginia in consultation with the individual, surrogate decision maker, parent/legal guardian (in the case of minors) and the state hospital treatment team. This plan must include the mental health, developmental, substance abuse, social, educational, medical, employment, housing, legal, advocacy, transportation, and other services and supports needed by the individual, consistent with subdivision A.3 of § 37.2-505, following an episode of hospitalization and must identify the public or private providers that have agreed to provide these services and supports. The discharge plan is required by § 37.2-505, § 16.1-346.1, and § 37.2-508 of the Code of Virginia.

Extraordinary Barriers List (EBL):

- Patients with a civil legal status who have been identified as 1- clinically ready for discharge and who have been RFD for 31+ days with a primary need of Willing Provider, Guardianship, Individual or Guardian unwilling to work toward discharge.
- Patients with a civil legal status who have been identified as 1- clinically ready for discharge RFD for 16+ days with a primary need of DD waiver process or Other.
- Patients with other barriers not resolved after escalation

EBL meeting: Refers to the twice monthly meetings for children and adolescents on the Extraordinary Barriers List at CCCA. Meetings are held every second and fourth week on Tuesdays, Wednesdays, and Thursdays, and include the CCCA treatment team, community providers, case managing CSB,

parent/legal guardian, DBHDS Community Transition Specialist, and other DBHDS staff and community partners as needed. These meetings focus on discharge planning, addressing the significant barriers identified by participants.

Forensic Discharge Planners (CSB): (see *"DBHDS Forensic Discharge Planner Protocol for Community Service Boards & Local and Regional Jails," Revised 2023):* Refers to staff positions at the CSB that are funded by DBHDS to provide Forensic Discharge Planning to individuals with Serious Mental Illness (SMI) and co-occurring disorders who are in local or regional jails in Virginia. The forensic discharge planner is the single point of contact responsible for coordinating all necessary referrals and linkages within the jail and in the community upon release. This individual should be a "boundary spanner," capable of navigating various criminal justice, clinical, and social services systems to ensure proper linkage. This role involves the development of a written discharge plan which prioritizes goals and objectives that reflect the assessed needs of the inmate. It also consists of care coordination with state hospital, community providers, and community supervision agencies, including the exchange of treatment records, communication of treatment needs, and linkage of clients with available services and support options upon release. In the context of state hospital admissions of individuals admitting from or returning to jail, the FDP staff are encouraged to participate in CTP/TRP meetings for individuals that they have determined qualify for services and who will be returning to jail from the state hospital. CSBs with FDP positions should leverage those positions to support the successful transition and discharge planning of individuals returning to jail following hospital discharge.

Forensic Evaluator: A licensed clinical psychologist or psychiatrist with specialized training, education, and experience in completing forensic evaluations.

High-Service Utilizer: A person admitted to a state hospital under a civil and/or pretrial forensic commitment 3 or more times within a 2-year period over the last 3 years. Due to the readmissions, this group may require special attention to discharge planning needs and placement in order to explore and address reasons for readmission and or repeated criminal justice involvement.

Involuntary admission: An admission of a minor that is ordered by a court through a civil procedure pursuant to § 16.1-346.1 §16.1-340-§ 16.1-345 of the *Code of Virginia.*

Level 2 PASRR Screening: Federal law requires that all individuals (regardless of payer source) who apply as a new admission to a Medicaid-certified nursing facility (NF) be evaluated for evidence of possible mental illness or developmental disability. This evaluation and determination are conducted to ensure that individuals are placed appropriately, in the least restrictive setting possible, and that individuals receive needed services, wherever they are living. The process involves two steps, known as Level 1(UAI) and Level 2 screening. The use of a Level 1 and Level 2 screening and evaluation is known as the Preadmission Screening and Resident Review (PASRR) process. In Virginia, level 2 PASRR screenings are conducted by Ascend. Individuals with a sole or primary diagnosis of dementia are exempt from Level 2 screenings.

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Minor: An individual who is under the age of 18 years. Any minor must have a legal guardian unless emancipated by a legal process. A minor who is 14 years of age or over must give consent for admission and treatment or a parent/legal guardian may consent to a voluntary objecting minor.

NGRI Coordinator (CSB):

Required knowledge:

- Understanding of the basic criminal justice process and the Virginia Code related to insanity acquittees
- Understanding of risk assessment and risk management in the community as well as the knowledge of what community resources are needed for risk management
- Ability to work with an interdisciplinary team
- Ability to communicate well, particularly knowledge of how to write to the court and how to verbally present information in a courtroom setting
- Knowledge of person-centered planning practices that emphasizes recovery principals.

Responsibilities:

1. Serving as the central point of accountability for CSB-assigned acquittees in DBHDS state hospitals
   a. Ensuring adequate and prompt communication with state hospital staff, Central Office staff, and their own agency staff related to NGRI patients
   b. Working with state hospital staff to resolve any barriers to treatment or release planning for NGRI patients
   c. Participating in all meetings where their presence is necessary in order to make decisions related to NGRI privilege increases or release
   d. Jointly preparing Risk Management Plans, Conditional Release Plans, or Unconditional Release Plans; Promptly responding to requests for modifications, reconciling differences, and returning signed documents to prevent delays to NGRI patient progress towards discharge
2. Serving as the central point for accountability and overseeing compliance of the CSB and the NGRI acquittee when court ordered for Conditional Release:
   a. Oversee compliance of the CSB with the acquittee's court-ordered Conditional Release Plan (CRP).
   b. Monitor the provision of CSB and non-CSB services in the CRP through agreed-upon means, including written reports, observation of services, satisfaction of the acquittee, etc.
   c. Assess risk on a continuous basis and make recommendations to the court
   d. Be the primary point of contact for judges, attorneys, and DBHDS staff.
   e. Coordinate the provision of reports to the courts & DBHDS in a timely fashion

f. Assure that reports are written professionally and address the general and special conditions of the CRP with appropriate recommendations
g. Prepare correspondence to the courts and DBHDS regarding acquittee non-compliance to include appropriate recommendations for the court to consider
h. Provide adequate communication and coordinate the re-admission of NGRI acquittees to the state hospital when necessary
i. Represent the CSB in court hearings regarding insanity acquittees

3. Maintain training and expertise needed for this role:
   a. Agree to participate in any and all DBHDS-developed training developed specifically for this role
   b. Agree to seek out consultation with DBHDS as needed
   c. Train other CSB staff and other provider staff (as appropriate) regarding the responsibilities of working with insanity acquittees, including the monthly and 6-month court report.

Forensic Coordinator (State Hospital):

Required knowledge:

- Understanding of the basic criminal justice process and the Virginia Code related to pretrial defendants
- Serves as a liaison between the jails, courts, the state hospital, the Office of Forensic Services, and the Forensic Review Panel
- Ability to work with an interdisciplinary team
- Ability to communicate well, particularly knowledge of how to write to the court and how to verbally present information in a courtroom setting
- Knowledge of person-centered planning practices that emphasizes recovery principals.

Responsibilities:

1. Ensures compliance regarding admissions, transfers and discharges of patients transferred from jails or other correctional facilities in accordance with facility and Departmental policies and procedures; the laws of Virginia; court orders, NGRI Guidelines, and ethical and legal standards.
2. Ensures that patients transferred from correctional facilities are served in the most appropriate level of security.
3. Works collaboratively with admissions staff to ensure forensic patients are admitted according to DBHDS guidelines/Virginia statutes.
4. Reviews forensic waitlist daily, triages patients for admissions as needed
5. Works with CSB and medical/mental health staff in correctional facilities for care coordination.

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6. Reviews each court order for pretrial hospitalization, evaluation, commitment, emergency treatment or temporary custody for legal sufficiency. If indicated, works with courts and attorneys to obtain revised court orders which meet legal standards and seeks assistance from the Office of Forensic Services, if needed.
7. Reviews, approves, and signs all correspondence to courts regarding forensic patients to ensure that policies and procedures are followed and comply with Virginia Code.
8. Communicates/consults with treatment teams and other staff regarding management decisions for patients transferred from jails.
9. Works closely with administrative assistant of forensic services and treatment team(s) and courts to monitor the schedules of due dates of reports and hearing dates. Maintains current listing of all scheduled court hearings, and due dates for reports to courts; ensure that appropriate persons and entities are notified of hearing dates and ensure that reports are submitted to court(s) on time
10. Supervises or collaborates with evaluation team or assigned evaluators for DBHDS.

Parent/legal guardian: (I) A biological or adoptive parent who has legal custody of the minor, including either parent if custody is shared under a joint decree or agreement, (ii) a biological or adoptive parent with whom the minor regularly resides, (iii) a person judicially appointed as a legal guardian of the minor or (iv) a person who exercises the rights and responsibilities of legal custody by delegation from a biological or adoptive parent, upon provisional adoption or otherwise by operation of law. The director of the local department of social services or his designee may stand as the minor's parent when the minor is in the legal custody of the local department of social services.

Primary substance use disorder: An individual who is clinically assessed as having one or more substance use disorder per the current Diagnostic and Statistical Manual of Mental Disorders (DSM) with the substance use disorder being the "principle diagnosis" (i.e. the condition established after evaluation to be chiefly responsible for the admission). The individual may not have a mental health disorder per the current DSM, or the mental health disorder is not the principle diagnosis.

Process Barriers: Any Barrier identified for an individual who is ready for discharge in which a CSB or State hospital process is causing a delay in movement to discharge. This includes identified CSB Tasks, Hospital tasks or Individuals with an identified discharge plan and a date is scheduled in the future.

Releases of Information: The practice of authorizing a healthcare entity to release protected health information to other healthcare providers, non-healthcare organizations, or individuals. Obtained a signed release of information is best practice and should occur if at all possible; however, collaboration and information sharing for the purposes of discharge planning does not require a release of information, with the exception of SUD

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information protected by 42 CFR Part 2. While releases of information are best practice, they should not be a barrier to discharge. These activities are explained in the Code of Virginia § 37.2-839. Additionally please see HIPAA requirements on Treatment, Payment, & Health Care Operations. Lastly this provision is covered in the Human Right Regulations 12VAC35-115-80- B.8.g.

State hospital: A hospital or psychiatric institute, or other institution operated by DBHDS that provides acute psychiatric care and treatment for persons with mental illness.

Surrogate decision maker: A person permitted by law or regulations to authorize the disclosure of information or give consent for treatment and services, including medical treatment, or participation in human research, on behalf of an individual who lacks the mental capacity to make these decisions. A surrogate decision maker may include an attorney-in-fact, health care agent, legal guardian, or, if these are not available, the individual's family member (spouse, adult child, parent, adult brother or sister, or any other relative of the individual) or a next friend of the individual (defined in 12VAC35-115-146).

Treatment team: The group of individuals responsible for the care and treatment of the individual during the period of hospitalization. Team members shall include, at a minimum, the individual receiving services and their parent/legal guardian (if a minor), psychiatrist, a psychologist or psychosocial representative, a social worker, and a nurse. CSB staff shall actively participate, collaborate, and consult with the treatment team during the individual's period of hospitalization. The treatment team is responsible for providing all necessary and appropriate supports to assist the CSB in completing and implementing the individual's discharge plan.

Treatment plan: A written plan that identifies the individual's treatment, educational/vocational and service needs, and states the goals, objectives, and interventions designed to address those needs. There are two sequential levels of treatment plans:

1. The "initial treatment plan (or "initial plan of care")," which directs the course of care during the first hours and days after admission; and
2. The "comprehensive treatment plan (CTP)," developed by the treatment team with CSB consultation, which guides, directs, and supports all treatment of the individual.

Treatment plan review (TPR): Treatment planning meetings or conferences held subsequent to the CTP meeting.

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CSB State Hospital Discharge Planning Performance Measures

1. Eligible patients will be seen by CSB staff (outpatient therapist, Forensic Discharge Planner, case manager, psychiatrist, etc.) within seven calendar days of discharge from a state hospital (assessments by emergency services are not considered follow-up appointments). 80% of eligible patients will be seen by a CSB clinical staff member within seven calendar days of the discharge date, either in the community or in a local or regional jail
2. CSBs will have a state hospital 30-day readmission rate of 7% or below
3. Civil Patients followed by CSBs will have an average length of stay on the extraordinary barriers list (EBL) of 60 days or less. CSBs that serve a population of 100,000 or more will have an average daily census of ten (10) beds or less per 100,000 adult and geriatric population. DBHDS shall calculate the CSBs' average daily census per 100,000 for the adult and geriatric population for patients with the following legal statuses: civil temporary detention order, civil commitment, court mandated voluntary, voluntary, and NGRI patients with 48 hours unescorted community visit privileges.

All data performance measure outcomes will be distributed to CSBs by DBHDS on a monthly basis or as available or be offered as a dashboard.

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Appendix A - OUT OF CATCHMENT NOTIFICATION TEMPLATE
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OUT OF CATCHMENT REFERRAL INSTRUCTIONS

The out of catchment referral is to be used when individuals are being discharged from the state hospital to a catchment area that is outside of the originating CSB's area. The form is utilized to provide information about the individual, as a referral for needed services, and notification for emergency services.

The form has two parts: notification and referral.

For individuals residing short term in another catchment area, or individuals not engaged in CSB services:

- **Please complete page 1- Notification-** This page provides necessary information for CSBs to be aware of individuals discharging from state facilities who are temporarily in another catchment area, or individuals discharging to a catchment area that will not be referred to CSB services.

For individuals being placed in another catchment who will require CSB services AND/OR have a DAP plan for services in another catchment area:

- **Please complete the entire referral form**
- **Please provide documentation including any EHR face sheet and most recent assessments. Additionally, at discharge, please provide the hospital discharge information to the accepting CSB.**

If the individual has a DAP plan, please be sure to submit the narrative and IDAPP to the accepting CSB and the regional manager.

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OUT OF CATCHMENT NOTIFICATION/REFERRAL FORM

☐Notification Only *(Page 1)* ☐Full Referral **(***Pages 1-3; for individuals who will be referred for services)*

Patient Name:

Last 4 of SS#: DOB: Click or tap to enter a date.

State Hospital: Choose an item.

Admission Date: Click or tap to enter a date.

Primary Diagnosis:

Anticipated Discharge Date: Click or tap to enter a date. Next Treatment Team Date:Click or tap to enter a date.

Social Worker: Phone Number:Click or tap here to enter text.

Current CSB: Choose an item.

Name of Contact:

Phone: Email:

CSB of Discharge Residence: Choose an item.

Name of Contact:

Phone: Email:

Discharge Address:

Type of Residence:

Phone Number:

Contact at Residence (if applicable):

Does this individual have a legal guardian or POA? Choose an item.

(If yes, please list below under "Emergency Contact")

Emergency contact:

Address:

Phone:

Does this individual have a conservator or payee? Choose an item.

Name:

Address:

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Phone:

Will this individual be referred for any services at CSB of discharge residence? Choose an item.

(If yes, please complete the remaining pages of this form.)

I. **Previous Housing** – Please list the individual's housing prior to admission to the state hospital:

Type of Housing:

Name of Residence (if applicable):

Reason Not Returning:

II. **Entitlements and Funding Sources**

☐SSI/SSA Amount:

☐SSDI Amount:

☐Medicaid List # and Type:

☐Medicare List # and Type:

☐DD Waiver Choose an item.

☐Auxiliary Grant Local DSS office where application sent:

☐SNAP

☐VA Benefits Click or tap here to enter text.

☐Private Insurance List Type and #:

☐Other:

III. **DAP**

Type: Choose an item.

Reason Needed:

IV. **Community Support** – What type of community-based services will be required?

☐Case Management

☐PACT/ICT

☐Mental Health Skill Building

☐Psychosocial Rehabilitation

☐Employment Services:

☐Substance Use Services:

☐Outpatient Services:

☐Other:

☐DAP Monitoring

V. **Legal Status**

Does individual have a valid ID? Choose an item.

Does the patient have any existing/pending criminal charges or court dates?Choose an item.

List Charges:

Court:

Court Date(s):

Is the individual NGRI? Choose an item. If yes please follow NGRI protocols.

VI. **Safety and Support Plan/Crisis Plan Initiated?** - Choose an item.

(If Yes, please attach)

VII. **Electronic Signature**

Notifying/Referring CSB: _____ Date: _____

Referral Sent to: Click or tap here to enter text.

Date: Click or tap to enter a date.

Referral Communication Method:Choose an item.

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APPENDIX B - MEMO REGARDING PATIENT CHOICE AT DISCHARGE
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COMMONWEALTH of VIRGINIA

NELSON SMITH
COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
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MEMORANDUM

Re: Guidance Regarding Individual Choice and Discharge Options

As referenced in a memo that was distributed by Daniel Herr, Deputy Commissioner for Facility Services, on September 25, 2019, below is guidance that was developed in consultation with the DBHDS Office of Human Rights. This guidance concerns an individuals' choice as it relates to community-based discharge options and continuing inpatient hospitalization.

This guidance is based upon the following primary considerations.

- Human Rights:
  - It is a violation of an individual's right to remain in the state's most restrictive setting, i.e., state hospital, when a more integrated and less restrictive level of care is available and addresses the individual's risks and treatment needs;
  - An individual does not have a right for the state to provide multiple alternatives when there is an existing clinically appropriate option currently available ; and ○ The individual does not have a right to remain in the hospital once a community-based option is made available.

- Patient Care and Safety: Given the state hospital census crisis, the impact of overcrowding and high caseloads for patient and staff safety, quality of care, and potential for delayed admissions for individuals in the community, state hospitals have an affirmative obligation to provide treatment focused on rapid discharge.

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> An individual in a state hospital does not have the choice of waiting for a "more ideal" community alternative when another clinically appropriate option is available.

Guidance

Once an individual is determined ready for discharge, and services and a placement are available to meet their community needs, DBHDS expects that the individual will be discharged to that placement as expeditiously as possible.

If an individual requires funding support through DAP, the CSB and state hospital must first refer the individual to any appropriate DBHDS contracted placement, such as a group home or assisted living facility. DAP funds for alternative placements will not be available to the individual if existing funded resources are available and appropriate.

When appropriate services and housing have been identified, the individual should promptly be scheduled for discharge. If the individual wishes to make alternative arrangements, the individual must make those arrangements prior to discharge or make their preferred arrangements from the community setting post discharge. The individual may not delay their discharge for the purpose of putting preferred arrangements into place.

Virginia Department of Behavioral Health & Developmental Services

DAP SECURE MEMORY CARE JUSTIFICATION

Instructions:

With the assistance of the state hospital social worker, complete to determine patient's need for secure memory care.

Patient Name: Click or tap here to enter text.

SECURE MEMORY CARE NEEDS	
Has this individual been diagnosed with Major Neurocognitive Disorder (dementia)? If yes, please list specific diagnosis: Click or tap here to enter text.	**Choose an item.**
What is this individual's level of mobility? Does this individual require equipment in order to ambulate? If yes, explain Click or tap here to enter text.	**Choose an item.**
Has this individual engaged in exit-seeking behaviors on a consistent basis while hospitalized? If yes, explain Click or tap here to enter text.	**Choose an item.**
Can the individual be supported safely to a less restrictive setting with a monitoring device such as project lifesaver or wander guard? Click or tap here to enter text.	**Choose an item.**
Is this individual currently formally identified by the state hospital as an elopement risk?Click or tap here to enter text.	**Choose an item.**
Please provide a justification as to why a secure (locked) facility is the least restrictive setting appropriate for this individual's discharge from the state hospital: Click or tap here to enter text.	**Choose an item.**

CSB DAP Coordinator Signature_____

Date _____

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Appendix D- Admission Notifications

Individuals to include in admission notification: hospital liaison, liaison supervisor, MH/Clinical Director, ID Director if applicable

EMAIL TEMPLATE:

For the purpose of continuity of care, we are informing you that an individual was admitted to XXXX from your CSB/BHA catchment area on XXXX

Patient Name:

MRN #

Admitted under (legal status):

Social Worker:

Please respond to the questions below. In addition, if there are any of the following documents at your agency - medical/psychiatric records, most recent notes, last assessment, and medication list, please fax them to xxx-xxx-xxxx or send them via encrypted email.

Is the individual open to a core service at the CSB/BHA (if yes, specify which service)?

Person responsible for discharge planning:

Name:

Phone:

Email:

Supervisor/administrator phone and email:

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Appendix E Discharge Dispute Process

Discharge Readiness Dispute Process for State Hospitals, CSBs, and DBHDS Central Office

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1. The CSB shall notify the state hospital social work director (or designee), in writing, of their disagreement with the treatment team's designation of the individual's clinical readiness for discharge within three calendar days (72 hours) of receiving the discharge readiness notification.

2. The state hospital social work director (or designee) shall initiate a resolution effort to include a meeting with the state hospital and CSB staff at a higher level than the treatment team (including notification to the CSB executive director and state hospital director), as well as a representative from the Central Office Patient of Clinical Services. This meeting shall occur within one business day of receipt of the CSB's written disagreement.

3. If the disagreement remains unresolved, the Central Office of Patient Clinical Services will immediately give a recommendation regarding the patient's discharge readiness to the DBHDS Deputy Commissioner or Designee. The Deputy Commissioner or designee shall provide written notice of their decision regarding discharge to the CSB executive director and state hospital director.

4. During the dispute process outlined above, the CSB shall formulate a discharge plan that can be implemented within three business days if the decision is in support of clinical readiness for discharge.

5. Should the Commissioner determine that the individual is clinically ready for discharge and the CSB has not developed a discharge plan to implement immediately, then the discharge plan shall be developed by the Department and the Commissioner may take action in accordance with Virginia Code § 37.2-505(A)(3).

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Appendix F: Clinical Readiness Scale for State Psychiatric Hospitals
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Appendix F: Clinical Readiness Scale for State Psychiatric Hospitals with Psycho-Legal Considerations

Level 1 - Clinically Ready for Discharge (Civil and NGRI)

- Has met treatment goals and no longer requires inpatient hospitalization
- Is exhibiting baseline behavior that is not anticipated to improve with continued inpatient treatment
- No longer requires inpatient hospitalization, but individual/family/surrogate decision maker is reluctant to participate in discharge planning
- NGRI patients with approval to begin 48-hour passes*
- NGRI patient for whom at least one forensic evaluator has recommended conditional or unconditional release and there is a pending court date*
- NGRI on revocation status and treatment team and CSB recommend conditional or unconditional release and there is a pending court date*
- Any civil patient for which the barrier to discharge is not clinical stability

Level 1 – Ready for Discharge (Forensic)

Restoration (47)
Opined Competent and Ready for Discharge

- Competence related abilities no longer impaired by psychiatric symptom presentation and/or underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Demonstrates a factual/rational understanding of legal situation and able to assist attorney
- Post-restoration evaluation completed, and the forensic evaluator has opined competent to stand trial
- Discharge back to jail appropriate

Remains Incompetent to Stand Trial at 45 days (for qualifying misdemeanor charges) with Recommendation for Release

- Competence related abilities continue to be impaired by psychiatric symptom presentation and/or underlying capacity issues (e.g. ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Does not demonstrate factual, rational and/or ability to assist attorney
- Restoration attempts and medication options have been exhausted and there are no additional interventions reasonably available
- Response to medications and restoration efforts are adequately documented in the medical chart to demonstrate lack of progress/improvement
- Symptom presentation and or/underlying capacity as well as competency related abilities are not anticipated to improve with continued treatment
- If medication trials not attempted, clinical reasoning for maintenance of current medication is documented

- Post-restoration evaluation completed, and the forensic evaluator has opined URIST with recommendation for release
- Civil commitment not recommended and discharge back to jail is appropriate (or community if on bond)

Opined Unrestorably Incompetent to Stand Trial (URIST)

- Competence related abilities continue to be impaired by psychiatric symptom presentation and/or underlying capacity issues (e.g. ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Does not demonstrate factual, rational and/or ability to assist attorney
- Restoration attempts and medication options have been exhausted and there are not additional interventions reasonably available
- Response to medications and restoration efforts are adequately documented in the medical chart to demonstrate lack of progress/improvement
- Symptom presentation and or/underlying capacity as well as competency related abilities are not anticipated to improve with continued treatment
- If medication trials not attempted, clinical reasoning for maintenance of current medication is documented

Unrestorable (URIST)-Recommendation for Release

- Post-restoration evaluation completed, and the forensic evaluator has opined URIST with recommendation for release
- Civil commitment not recommended and discharge back to jail is appropriate (or community if on bond)

Unrestorable (URIST) - Charges Continued (48)

- Post-restoration evaluation completed, and the forensic evaluator opined URIST. At the time of the evaluation, civil commitment was recommended and the court subsequently ordered civil commitment.
- Ongoing hospitalization not required and individual no longer meets civil commitment criteria, however the charges have been continued and the individual remains under custody of the jail
- Forensic Coordinator notified regarding discharge readiness and provided discharge details
- Forensic Coordinator provides appropriate communication to the court
- Main barrier to discharge is Commonwealth's Attorney opposition to discharge and/or the court has retained jurisdiction

Unrestorable (URIST)-Aggravated Murder Charge

- Post-restoration evaluation completed, and the forensic evaluator has opined URIST
- Forensic Coordinator notified regarding discharge readiness and provided discharge details
- Forensic Coordinator provides appropriate communication to the court
- Main barrier to discharge or transfer to another facility is court approval per the code

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Appendix F: Clinical Readiness Scale for State Psychiatric Hospitals
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Evaluations for CST, MSO or both (42, 43, 44, 45, 95, 96, 97)

- May or may not demonstrate a factual/rational understanding, ability to assist attorney
- Evaluation completed and the forensic evaluator rendered an opinion
    - Opined competent - Discharge back to jail appropriate
    - Opined IST, outpatient restoration - Discharge back to jail appropriate
    - Opined IST, inpatient restoration – facility determines if discharge back to jail is appropriate or should remain in the hospital until restoration order received
- If opined competent to stand trial and an MSO also ordered, the MSO evaluation is completed
- If MSO evaluation only, the evaluation is completed

Emergency Treatment from Jail (51, 52, 53, 55, 56)

- Documentation, observation and assessment indicate no observed symptoms of mental illness, and/or self-reported symptoms are inconsistent with mental illness
- Symptoms of mental illness have improved with treatment and may or may not continue to be present to some degree
- No longer a substantial likelihood that, as a result of mental illness, the individual will, in the near future, cause harm to self or others, or lack capacity to protect self
- Can be safely managed in the jail and discharge back to jail appropriate

Level 2 - Almost Clinically Ready for Discharge (Civil & NGRI)

- Has made significant progress towards meetings treatment goals, but needs additional inpatient care to fully address clinical issues and/or there is a concern about adjustment difficulties
- Can take community trial visits to assess readiness for discharge; may have the civil privilege level to go on temporary overnight visits
- NGRI with unescorted community visits, not overnight privilege level

Level 2 – Almost Ready for Discharge (Forensic)

Restoration (47)

- Competence related abilities slightly impaired by psychiatric symptom presentation and/or underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Restoration is ongoing with consideration of specialized interventions that may be necessary depending on the nature of ongoing barriers to competency
- Response to medications and restoration efforts are adequately documented in the medical chart
- Demonstrates some factual/rational understanding of legal situation and/or ability to assist attorney
- Post-restoration evaluation not completed, and no opinion has been rendered by the forensic evaluator
- Referral for post-restoration evaluation anticipated within 30 days or less

Evaluations for CST and MSO (42, 43, 44, 45, 95, 96, 97)

- Two weeks post admission

- May or may not demonstrate a factual/rational understanding, ability to assist attorney
- Evaluation not completed
- Ongoing observation and documentation of psychiatric symptoms or other underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.) required
- Forensic Coordinator and/or assigned evaluator assesses appropriateness for evaluation or continued treatment
- If CST and MSO, assess appropriateness for completion of the MSO evaluation
- If MSO only, evaluator has been assigned and the evaluation is ongoing

Emergency Treatment from Jail (51, 52, 53, 55, 56)

- Significant improvement in symptoms of mental illness
- Continues to be substantial likelihood that, as a result of mental illness, the individual will, in the near future, cause harm to self or others, or lack capacity to protect self
- Cannot be safely managed at the jail

Level 3 - Not Clinically Ready for Discharge (Civil & NGRI)

- Has not made significant progress towards treatment goals and requires treatment and further stabilization in an acute psychiatric inpatient setting
- NGRI and does not have unescorted community visits privilege

Level 3 – Not Ready for Discharge (Forensic)

Restoration (47)

- Competence related abilities significantly impaired by psychiatric symptom presentation and/or underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Lacks critical aspects of factual/rational understanding of legal situation, unable to assist attorney due to symptom presentation and/or underlying capacity issues
- Response to medications and restoration efforts are adequately documented in the medical chart
- Restoration is ongoing and targets main barrier to competency/symptoms or other issues impairing competence related abilities
- Post-restoration evaluation not completed, and no opinion has been rendered by the forensic evaluator
- Progress in restoration is considered in the context of average length of stay for restoration cases in the facility and cases beyond this number (or at 90 days) are escalated to the Forensic Coordinator and Clinical Leadership

Evaluations for CST and MSO (42, 43, 44, 45, 95, 96, 97)

- One week post admission
- May or may not demonstrate a factual/rational understanding, ability to assist attorney
- Evaluation not completed
- Ongoing observation, treatment and documentation of psychiatric symptoms or other underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.) required
- Forensic evaluator may be assigned to monitor the case

- Consult with the Forensic Coordinator for any MSO only orders given this discharge level

Emergency Treatment from Jail (51, 52, 53,55, 56)

- Some improvement in symptoms of mental illness
- Continues to be substantial likelihood that, as a result of mental illness, the individual will, in the near future, cause harm to self or others, or lack capacity to protect self
- Cannot be safely managed at the jail

Level 4 - Significant Clinical Instability Limiting Privileges and Engagement in Treatment (Civil & NGRI)

- Not nearing psychiatric stability
- Requires constant 24 hour a day supervision in an acute inpatient psychiatric setting
- Presents significant risk and/or behavioral management issues that requires psychiatric hospitalization to treat
- Unable to actively engage in treatment and discharge planning, due to psychiatric or behavioral instability

Level 4 – Significant Instability Limiting Engagement in Treatment (Forensic)

Restoration (47)

- Competence related abilities severely impaired by psychiatric symptom presentation and/or underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.)
- Lacks factual/rational understanding of legal situation, unable to assist in defense due to symptom presentation and/or underlying capacity issues
- Main barrier to competency/psychiatric symptoms or other issues impairing competence related abilities identified and interventions initiated
- Post-restoration evaluation not completed, and no opinion has been rendered by the forensic evaluator

Evaluations for CST and MSO (42, 43, 44, 45, 95, 96, 97)

- Evaluation should occur within 30 days or less
- May or may not demonstrate a factual/rational understanding, ability to assist attorney
- Observation and documentation of psychiatric symptoms or other underlying capacity issues (ID/DD, neurocognitive symptoms, treatment resistant SMI, etc.) initiated
- Consult with the Forensic Coordinator for any MSO only orders given this discharge level

Emergency Treatment from Jail (51, 52, 53, 55, 56)

- Presents with severe symptoms of mental illness
- There is substantial likelihood that, as a result of mental illness, the individual will, in the near future, cause harm to self or others, or lack capacity to protect self
- Cannot be safely managed at the jail

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**For any patient in which the legal system (e.g. court system, probation, etc.) is required to approve their discharge plan, their designation on the discharge ready list should be noted with a double asterisk (**)*

Note: Discharge planning begins at admission and is continuously active throughout hospitalization, independent of an individual's clinically readiness for discharge rating.

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Beginning March 1, 2025, ALL state mental health hospitals will begin sending discharge prescriptions and medications as follows:

1. **For patients with <u>active</u> insurance:**

Up to 14 days eRx sent to pharmacy of choice

2. **For patients with <u>no active</u> insurance discharging to the community**:

Up to 14 days physical medications

3. **For patients discharging to <u>any</u> ALF/Jail/NH/Facility responsible for medication management:**

Up to 3 days physical medications, up to 14 days eRx sent to pharmacy of choice or Rx

4. **In <u>extenuating</u> circumstances, the Facility Medical Director may approve physical medications and/or a larger quantity of medications to ensure a successful discharge.**

As noted in the protocols, a psychiatric medication appointment is expected at the time of discharge. Please continue to work with the state hospitals to ensure a psychiatric medication appointment is available to the patient for continuity of care.

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Responsible Party Timeline			
Social Work	Confirm discharge date/time, and location. For patients with active insurance: Confirm preferred pharmacy for discharge medications. Provide information to relevant staff/teams within the facility	Confirm copay with pharmacy	Collaborate with nursing staff to ensure that any physical medications that are provided to the patient at discharge are ready and a staff person is designated to ensure that the medications are given to the patient prior to leaving the facility.
Pharmacy	For prescriptions called into pharmacies: Confirm that prescriptions are received by pharmacies and available. Verify copay and communicate with Social Work. Verify any prior auth and communicate to physician.	For medications that will be distributed at discharge: Prepare medications according to physician's order and ensure they are available at the time of discharge.	
Physician	Patients with insurance: Confirm discharge medication, routes, and dosages. Patients with insurance going to non-supervised settings: Send prescription for discharge medications to pharmacy of choice Patients with insurance going to supervised settings or jail: Confirm order for facility to provide a supply of 3 days of medications at discharge; Send prescription for discharge medications to identified	Complete prior authorizations communicated from pharmacy	

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	pharmacy. Patients with no confirmed insurance: Confirm order for facility to provide a 14-day supply of medications at discharge		
Nursing		Collaborate with social work staff to ensure that any physical medications that are provided to the patient at discharge are ready and a staff person is designated to ensure that the medications are given to the patient prior to leaving the facility.	
CSB	Partner with hospital social worker to identify the most appropriate pharmacy for patients with active insurance. Ensure that patient has required appointments with psychiatric provider and medical provider (if needed) within seven days of discharge, but no more than 14 days post-discharge.	Secure DAP if needed for copay or other medication coverage needs.	Ensure that patient will be able to obtain/pick up medications from pharmacy (may involve coordinating with patient, family, caregiver, other providers, etc.)

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APPENDIX H: Discharge Pilot Protocols
For Central State Hospital, Southwestern Virginia Mental Health Institute, Or Southern Virginia Mental Health Institute
Contract No. P1636.3

DBHDS
Virginia Department of Behavioral Health and Developmental Services

30-day discharge pilot

What is it?

- HB 314/SB 179 (Hope/Favola)- State Hospitals; Discharge Planning; report – This legislation went into effect until January 1, 2025. States that if an individual is discharged within 30 days of admission **from Central State Hospital, Southwestern Virginia Mental Health Institute, or Southern Virginia Mental Health Institute**, the community services board will implement the discharge plan developed by the facilities; otherwise, it is the responsibility of the board or behavioral health authority to develop the plan. This bill has an annual reporting requirement for certain information, due to the General Assembly by August 1 of each year. Additionally, DBHDS is required to submit an evaluation of the impacts of this legislative change by November 1, 2025.

What are the expected outcomes?

- Allow CSB liaisons to focus on patients with more intense discharge needs
- Decrease in LOS for all patients
- Assessment of processes and readmissions as part of the report to the General Assembly.

Who is excluded?

- Confirmed diagnosis of ID/DD/Autism (due to intensive community resource need)
- Restorations (as the average thus far is around 88 days),
- Patients with complex health care needs/dementia (requires UAIs and/or PASSR- other assessments)
- NGRIs (due to length of stay)

Expectations of State Facilities

- Expedited treatment plan team/assessment where feasible- within 48 hours of admission (excluding weekends and holidays)
- Continue to follow any protocols regarding notification of the CSB
- Inviting CSB to participate in any treatment team meetings
- Create a safe discharge plan with the patient – The final plan that is communicated with the CSB.
    - This discharge plan will include setting up any transportation, housing needs, referrals and aftercare appointments

Expectations of CSB

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- Maintain awareness of admitted patients who are assigned to the CSB
- Participate as able in treatment team meetings for patients
- Execute discharge plan as developed by state facility
- Provide contact and follow up appointments for eligible discharges
- Follow- up with patient after discharge to assure patient follows the discharge plan and medication regimen.

What if they stay over 30 days?

- The hospital discharge planner will notify the CSB liaison at day 25 (or next business day) if it appears the individual will need further treatment and discharge may not occur by day 30.
- At day 31 discharge planning responsibilities will revert to CSB.
- State facility will share any discharge plans already secured.

What if there are discharge costs?

- Hospitals have access to limited funding through central office to cover one-time expenses.
- Any ongoing needs requiring funding will require collaboration with the CSB.

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

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

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.

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

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

3) **For individuals receiving case management services** pursuant to the Agreement, the individual's case manager or support coordinator shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs [section V.F.1, page 26].

    a. At these face-to-face meetings, the case manager or support coordinator shall: observe the individual and the individual's environment to assess for previously unidentified risks, injuries, needs, or other changes in status; assess the status of previously identified risks, injuries, needs, or other changes in status; assess whether the individual's individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and in the most integrated setting appropriate to the individual's needs.
    b. The case manager or support coordinator shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting.
    c. If any of these observations or assessments identifies an unidentified or inadequately addressed risk, injury, need, or change in status, a deficiency in the individual's support plan or its implementation, or a discrepancy between the implementation of supports and services and the individual's strengths and preferences, then the case manager or support coordinator shall report and document the issue in accordance

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with Department policies and regulations, convene the individual's service planning team to address it, and document its resolution.

4) DBHDS shall develop and make available training for CSB case managers and leadership staff on how to assess change in status and that ISPs are implemented appropriately. DBHDS shall provide a tool with elements for the case managers to utilize during face-to-face visits to assure that changes in status as well as ISP are implemented appropriately and documented.
   a. CSB shall ensure that all case managers and case management leadership complete the training that helps to explain how to identify change in status and that elements of the ISP are implemented appropriately prior to using the On-Site Visit Tool. The CSB shall deliver the contents of the DBHDS training through support coordinator supervisors or designated trainers to ensure case managers understand the definitions of a change in status or needs and the elements of appropriately implemented services, as well as how to apply and document observations and needed actions.
   b. CSB shall ensure that all case managers use the DBHDS On-Site Visit Tool during one face-to-face visit each quarter for individuals with Targeted Case Management and at one face-to-face visit per month for individuals with Enhanced Case Management to assess at whether or not each person receiving services under the waiver experienced a change in status and to assess whether or not the ISP was implemented appropriately.

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

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

7) **Face-to-Face Visit** - The individual's case manager or support coordinator shall meet with the individual face-to-face at least every 30 days (including a 10day grace period but no more than 40 days between visits), and at least one such visit every two months must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
   a. Receive services from providers having conditional or provisional licenses;
   b. Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals
   c. Have an interruption of service greater than 30 days;
   d. Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
   e. Have transitioned from a training center within the previous 12 months; or
   f. Reside in congregate settings of five or more individuals. Refer to Enhanced Case Management Criteria Instructions and Guidance and the Case Management Operational Guidelines issued by the Department.

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

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(WaMS) application. [section III.C.5.c, p. 8]. The CSB SC will complete the Virginia Informed Choice form to document provider and SC choice for Regional Support Team referrals, when changes in any provider, service, or service setting occurs, a new service is requested, the individual is dissatisfied with a service or provider, and no less than annually. The 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.

9) **Support Coordinator Quality Review** - The CSB shall complete the Support Coordinator Quality Review process for a statistically significant sample size as outlined in the Support Coordinator Quality Review Process.
   a. DBHDS shall annually pull a statistically significant stratified sample of individuals receiving HCBS waiver and send this to the CSB to be utilized to complete the review.
   b. Each year, the CSB shall complete the number of Support Coordinator Quality Reviews and provide data to DBHDS as outlined by the process.
   c. DBHDS shall analyze the data submitted to determine the following elements are met:
      i. The CSB offered each person the choice of case manager/provider
      ii. The case manager assesses risk, and risk mitigation plans are in place
      iii. The case manager assesses whether the person's status or needs for services and supports have changed and the plan has been modified as needed.
      iv. The case manager assists in developing the person's ISP that addresses all of the individual's risks, identified needs and preferences.
      v. The ISP includes specific and measurable outcomes, including evidence that employment goals have been discussed and developed, when applicable.
      vi. The ISP was developed with professionals and nonprofessionals who provide individualized supports, as well as the individual being served and other persons important to the individual being served.
      vii. The ISP includes the necessary services and supports to achieve the outcomes such as medical, social, education, transportation, housing, nutritional, therapeutic, behavioral, psychiatric, nursing, personal care, respite, and other services necessary.
      viii. Individuals have been offered choice of providers for each service.
      ix. The case manager completes face-to-face assessments that the individual's ISP is being implemented appropriately and remains appropriate to the individual by meeting their health and safety needs and integration preferences.
      x. The CSB has in place and the case manager has utilized where necessary, established strategies for solving conflict or disagreement within the process of developing or revising ISPs, and addressing changes in the individual's needs, including, but not limited to, reconvening the planning team as necessary to meet the individuals' needs.
   d. DBHDS shall review the data submitted and complete a semi-annual report that includes a review of data from the Support Coordinator Quality Reviews and provide this information to the CSB. To ensure consistency between reviewers, DBHDS shall complete an inter-rater reliability process.
   e. As requested by DBHDS, the CSB will submit a performance improvement plan (PIP) or Corrective Action Plan (CAP) when two or more indicators (Item 9c above) are found to be below 60% during any year reviewed. CSB and the Department shall follow the PIP or CAP process as outlined in Section 15 Compliance and Remediation of the most recent version of the community services performance contract.
   f. The CSB shall cooperate with DBHDS and facilitate its completion of on-site annual retrospective reviews at the CSB to validate the findings of the CSB Support Coordinator Quality Review to provide technical assistance for any areas needing improvement.

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

11) **Co-occurring Mental Health conditions or engaging in challenging behaviors** for individuals receiving case management services identified to have co-occurring mental health conditions or engaging in challenging behaviors, the individual's case manager or support coordinator shall assure that effective community based behavioral health and/or behavioral supports and services are identified and accessed where appropriate and available.
    a. If the case manager or support coordinator incurs capacity issues related to accessing needed behavioral support services in their designated Region, every attempt to secure supports should be made to include adding the individual to several provider waitlists (e.g., based upon individualized needs, this may be inclusive of psychotherapy, psychiatry, counseling, applied behavior analysis/positive behavior support providers, etc.) and following up with these providers quarterly to determine waitlist status. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.14, 7.18]
    b. DBHDS will provide the practice guidelines and a training program for case managers regarding the minimum elements that constitute an adequately designed behavioral program, as provided under Therapeutic Consultation waiver services, and what can be observed to determine whether the plan is appropriately implemented. The CSB shall ensure that all case managers and case management leadership complete the training such that case managers are aware of the practice guidelines for behavior support plans and of key elements that can be observed to determine whether the plan is appropriately implemented. [SA. Provision: III.C.6.a.i-iii Filing reference: 7.16, 7.20]

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

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

14) The CSB shall ensure that CSB Executive Directors, Developmental Disability Directors, case management or support coordination supervisors, case managers or support coordinators, and intake workers participate in training on how to identify children and adults who are at risk for going into crisis.

    CSBs shall ensure that training on identifying risk of crisis for intake workers and case managers (or support coordinators) shall occur within 6 months of hire. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.5]

15) The CSB shall provide data on implementation of the crisis screening tool as requested by DBHDS when it is determined that an individual with a developmental disability has been hospitalized and has not been referred to the REACH program.
    a. The CSB shall provide to DBHDS upon request copies of the crisis risk assessment tool, or documentation of utilization of the elements contained within the tool during a crisis screening, for quality review purposes to ensure the tool is being implemented as designed and is appropriately identifying people at risk of crisis. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.6]
    b. DBHDS shall develop a training for the CSB to utilize when training staff on assessing an individuals risk of crisis/hospitalization.
    c. DBHDS shall initiate a quality review process to include requesting documentation for anyone psychiatrically hospitalized who was not referred to the REACH program and either actively receiving case management during the time frame or for whom an intake was completed prior to hospitalization. The CSB shall promptly, but within no more than 5 business days, provide the information requested.
    d. DBHDS shall request information to verify presence of DD diagnosis for persons that are psychiatrically hospitalized that are not known to the REACH program. The CSB shall promptly, but within no more than 5 business days, provide the information requested. [S.A. Provision: III.C.6.b.ii.A Filing references 8.6, 8.7]

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

    If a waiver eligible individual is psychiatrically hospitalized, is a guest at a REACH CTH, or is residing at an Adult Transition Home and requires a waiver to obtain a community residence, the CSB shall submit an emergency waiver slot request. [S.A. Provision III.C.6.b.ii.A Filing reference 10.2]

17) **CSB emergency services** shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone, assist callers in identifying and connecting with local services, and, where necessary, dispatch at least one mobile crisis team member adequately trained to address the crisis for individuals with developmental disabilities [section III.C.6.b.i.A, p. 9].
    a. The mobile crisis team shall be dispatched from the Regional Education Assessment Crisis Services Habilitation (REACH) program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and that has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10].
    b. All Emergency services staff and their supervisors shall complete the REACH training, created and made available by DBHDS, that is part of the emergency services training curriculum.
    c. DBHDS shall create and update a REACH training for emergency staff and make it available through the agency training website.
    d. CSB emergency services shall notify the REACH program of any individual suspected of having a developmental disability who is experiencing a crisis and seeking emergency services as soon as possible, preferably prior to the initiation of a preadmission screening evaluation in order to allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services when possible.
    e. If the CSB has an individual receiving services in the REACH Crisis Therapeutic Home (CTH) program with no plan for discharge to a community residence and a length of stay that shall soon exceed 30 concurrent days, the CSB Executive Director or his or her designee shall provide a weekly update

describing efforts to achieve an appropriate discharge for the individual to the Director of Community Support Services in the Department's Division of Developmental Services or his/her designee.

f. DBHDS shall notify the CSB Executive Director or designee when it is aware of a person at the REACH CTH who is nearing a 30-day concurrent stay.

18) **Comply with State Board Policy 1044 (SYS) 12-1 Employment First** [section III.C.7.b, p. 11]. This policy supports identifying community-based employment in integrated work settings as the first and priority service option offered by case managers or support coordinators to individuals receiving day support or employment services.
   a. CSB case managers shall take the on-line case management training modules and review the case management manual within 30 days of hire.
   b. CSB case managers shall initiate meaningful employment conversations with individuals starting at the age of 14 until the age of retirement (65).
   c. CSB case managers shall discuss employment with all individuals, including those with intense medical or behavioral support needs, as part of their ISP planning processes.
   d. CSB case managers shall document goals for or toward employment for all individuals 18-64 or the specific reasons that employment is not being pursued or considered.
   e. DBHDS shall create training and tools for case managers regarding meaningful conversation about employment, including for people with complex medical and behavioral support needs. The CSB shall utilize this training, the SC Employment Module, with its staff and document its completion within 30 days of hire.

19) CSB case managers or support coordinators shall liaise with the Department's regional community resource consultants regarding responsibilities as detailed in the Performance Contract [section III.E.1, p. 14].

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

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

22) CSB case managers or support coordinators and PSTs shall coordinate with specific types of community providers identified in discharge to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community residences (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].

23) CSB case managers or support coordinators and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17]. Case managers or support coordinators shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [IV.B.14, p. 19].

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

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

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

27) CSBs shall participate with the Department to collect and analyze reliable data about individuals Receiving services under this Agreement from each of the following areas:

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

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

29.) CSB's shall review and provide annual feedback on the Quality Review Team (QRT) End of Year Report.

30.) CSBs shall participate in DBHDS initiatives that ensure the reliability and validity of data submitted to the Department. Participation may include reviews of sampled data, the comparison of data across DBHDS and CSB systems, and the involvement of operational staff to include information technology. Meeting frequency shall be semi-annually, but not more than monthly depending on the support needed.

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

32.) CSBs shall participate with the Department and any third-party vendors in the implementation of the National Core Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for selected individuals receiving services under the Agreement. This includes informing individuals and authorized representatives about their selection for participation in the NCI individual surveys or QSRs; providing the access and information requested by the vendor, including health records, in a timely manner.

assisting with any individual specific follow up activities; and completing NCI surveys [section V.I, p. 28].

During FY22 the QSR process will be accelerated and will require the CSB to fully participate in the completion of QSR implementation twice during a nine-month period. This will ensure that the Commonwealth can show a complete improvement cycle intended by the QSR process by June 30, 2022. The attached GANTT details the schedule for the QSR reviews of 100% of providers, including support coordinators, for two review cycles.

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

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

35.) Case managers or support coordinators shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual's needs and consistent with his or her informed choice occur [section III.E.1- 3, p. 14].
   a. CSBs shall collaborate with DBHDS CRCs to explore community integrated options including working with providers to create innovative solutions for people.
   b. The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be given at the sole discretion of the CSB [section VI.G, p. 31].

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

c. During its inspections, the Department's Licensing Office may verify this as it reviews the ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.
d. The CSB shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB's electronic health record (EHR) to the Department on or prior to the effective date of the ISP through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS). CSBs must continue to provide the information to provider agencies in a timely manner to prevent any interruption in an individual's services.
e. If the CSB is unable to submit via the data exchange process, it shall enter this data directly through WaMS, when the individual is entered the first time for services, or when his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including the individual's Race and the following information:

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

f. Case managers or support coordinators and other CSB staff shall comply with the SIS® Administration Process and any changes in the process within 30 calendar days of notification of the changes.
g. Case managers or support coordinators shall notify the Department's service authorization staff that an individual has been terminated from all DD waiver services within 10 business days of termination.
h. Case managers or support coordinators shall assist with initiating services within 30 calendar days of waiver enrollment and shall submit Request to Retain Slot forms as required by the Department. All written denial notifications to the individual, and family/caregiver, as appropriate, shall be accompanied by the standard appeal rights (12VAC30-110).
i. Case managers or support coordinators shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.
j. Case managers or support coordinators shall comply with the DD waitlist process, DD waitlist review process and slot assignment process and implement any recommendations or changes in the processes within 30 calendar days of written notice from the Department.

37.) **Targeted Technical Assistance**

a. The CSB shall participate in technical assistance as determined by the Case Management Steering Committee. Technical assistance may be comprised of virtual or on-site meetings, trainings, and record reviews related to underperformance in any of the following areas monitored by the committee: Regional Support Team referrals, Support Coordination Quality Review results, Individual Support Plan entry completion, and case management contact data.
b. DBHDS shall provide a written request that contains specific steps and timeframes necessary to complete the targeted technical assistance process.

c. The CSB shall accommodate technical assistance when recommended within 45 days of the written request.
d. CSB failure to participate in technical assistance as recommended or demonstrate improvement within 12 months may result in further actions under Exhibit I of this contract.

38.) CSB Quality Improvement Committees will review annually the DMAS-DBHDS Quality Review Team's End of Year report on the status of the performance measures included in the DD HCBS Waivers' Quality Improvement Strategy with accompanying recommendations to the DBHDS Quality Improvement Committee. CSB documentation of these reviews and resultant CSB-specific quality improvement activities will be reported to DBHDS within 30 days of receiving the report.

39.) **Support Coordination Training Requirements**

DD Support Coordination Training Requirements			
Training	**Location**	**Timeframe**	**Supplemental Information**
General Orientation	CSB per 12VAC35-105-450	w/in 15 days of hire	https://law.lis.virginia.gov/admincode/title12/agency35/chapter105/section440/
SC Modules 1-10	https://sccmtraining.partnership.vcu.edu/sccmtrainingmodules/	w/in 30 days of hire	https://dbhds.virginia.gov/case-management/dd-manual/
SC Employment Module	https://covlc.virginia.gov/ [keyword search: Employment]	w/in 30 days of hire	https://dbhds.virginia.gov/developmental-services/employment/
Independent Housing Curriculum for SCs	https://covlc.virginia.gov/ [keyword search: Housing]	w/in 30 days of hire	https://dbhds.virginia.gov/developmental-services/housing/
KSA related trainings for DD TCM only	CSB per 12VAC30-50-490	8 hours annually	https://law.lis.virginia.gov/admincode/title12/agency30/chapter50/section490/
Behavioral Training	https://covlc.virginia.gov/ [keyword search: Behavioral]	w/in 180 days of hire	https://dbhds.virginia.gov/developmental-services/behavioral-services/
On-site Visit Tool (OSVT) Training	https://dbhds.virginia.gov/wp-content/uploads/2022/03/osvt-training-slides-understanding-change-in-status-10.30.20-final-sm.pptx	Prior to use	https://dbhds.virginia.gov/case-management/dd-manual/

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Crisis Risk Assessment Tool (CRAT) Training	https://covlc.virginia.gov/ [keyword search: Crisis]	Prior to use	https://dbhds.virginia.gov/case-management/dd-manual/
Understanding PC ISP v4.0 Parts I-IV	https://vimeo.com/1008790734/700ec3fddc	Prior to facilitating an ISP meeting	https://dbhds.virginia.gov/wp-content/uploads/2024/09/ISP_JA_WhatsNewV4-071924-final.pdf https://dbhds.virginia.gov/wp-content/uploads/2024/09/PC-ISP-v4.0-Sample-Parts-I-IV-Maria-September-2024.pdf
Individual Support Plan (ISP) Modules 1-3	https://covlc.virginia.gov/ [keyword search: ISP] [keyword search: ISP]	w/in 30 days of hire	https://dbhds.virginia.gov/developmental-services/provider-network-supports/https://dbhds.virginia.gov/developmental-services/provider-network-supports/
HCBS Rights Training	https://www.medicaid.gov/medicaid/home-community-based-services/home-community-based-services-training-series	Prior to site visits	

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I. Background

The Administrative Requirements and Processes and Procedures include statutory, regulatory, policy, process and procedures and other requirements that are not expected to change frequently. The CSB and the Department shall comply with these requirements and processes and procedures. This document is incorporated into and made a part of the Community Services Performance Contract (PC) by reference. The Department will work with the CSBs regarding any substantive changes to this document, with the exception of changes in statutory, regulatory, policy, or other requirements.

The provisions of this agreement apply to all CSBs, Chapter 5 Section 37.2-100 defines the four types of CSB organizational structure and Chapter 6 Section 37.2-601 further defines the organizational structure of a Behavioral Health Authority (BHA). As such, the precise application of these provisions will vary across the different organizational types. All CSBs are required to meet the provisions herein, but some CSBs may meet said provisions by their nature as subsections of a local government or similar. This agreement does not, in any way, seek to contradict or otherwise be in opposition to local government policy/procedure as it applies to any of the subject matter discussed.

An illustrative example: All CSBs are required to have an annual audit. Operational CSBs must conduct this audit by contracting with an appropriate third party. Administrative Policy CSBs may satisfy this requirement by ensuring the CSB is included appropriately in the required annual audit conducted by the local governing body.

II. CSB Requirements

A. Financial Management Requirements, Policies, and Procedures
CSB's financial management and accounting system shall operate and produce financial statements and reports in accordance with Generally Accepted Accounting Principles, compliance with requirements of Governmental Accounting Standards Board (GASB), and Code of Federal Regulations, 2 CFR Part 200.

1. **Accounting:** CSBs shall account for all service and administrative expenses accurately and submit timely reports to the Department to document these expenses.

2. **Annual Independent Audit:** CSBs shall obtain an independent annual audit conducted by certified public accountants.
    a. Audited financial statements shall be prepared in accordance with generally accepted accounting principles (GAAP) and compliance with Code of Federal Regulations, 2 CFR Part 200.
    b. Copies of the audit and the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department and to each local government that established the CSB.
    c. Deficiencies and exceptions noted in an audit or management letter shall be resolved or corrected in a timely manner defined more precisely through discussions between the CSB and the Department.
    d. For a CSB that is included in the annual audit of its local government.
        i. Copies of the applicable portions of the accompanying management letter shall be provided to the Office of Budget and Financial Reporting in the Department.
        ii. Deficiencies and exceptions noted in a management letter shall be resolved or corrected in a timely manner defined more precisely through discussions between the CSB, the local government entity and the Department.

3. **Federal Audit Requirements:** When the Department issues subawards of federal grants to a CSB, the CSB shall satisfy all federal government audit requirements.

4. **Subcontractor Audits:** The CSB shall obtain, review, and take any necessary actions on audits of any subcontractors that provide services that are procured under the Virginia Public Procurement Act and

included in a CSB's performance contract. The CSB shall provide copies of these audits to the Office of Budget and Financial Reporting in the Department.

5. **Bonding:** CSB employees with financial responsibilities shall be bonded in accordance with local financial management policies.
6. **Fiscal Policies and Procedures:** A CSB's written fiscal policies and procedures shall conform to applicable local government policy or, in absence of local governing requirements, State Board policies and Departmental Policies and procedures.
7. **Additional Financial Management Requirements:** The CSB shall comply with the following requirements, as applicable.
    a. CSBs may not use the same Certified Public Accountant (CPA) for both production of their annual financial statements and execution of their independent audit.
    b. Operating CSBs and the BHA shall rebid their CPA audit contracts at least every five (5) years once the current CPA contracts expire. CSB's will ensure their contract with the audit firm gives them the right to rebid annual audit services if the firm is more than 60 days late for two consecutive years.
    c. All CSB bank accounts shall be reconciled monthly, with the appropriate segregation of duties, and a designated staff person not involved in preparing the reconciliation shall approve it.
    d. A contract administrator shall be identified for each contract for the purchase of services entered into by the CSB, and every contract shall be signed, with the appropriate segregation of duties by a designated staff person, and each other party to the contract, where applicable.
    e. A designated staff person shall approve and document each write-off of account receivables for services to individuals. The CSB shall maintain an accounts receivable aging schedule, and debt that is deemed to be uncollectable shall be written off periodically. The CSB shall maintain a system of internal controls including separation of duties to safeguard accounts receivable assets. A designated staff person who does not enter or process the CSB's payroll shall certify each payroll.
    f. Documentation for all expenditures must adhere to the respective fund requirements for both state and federal funding sources.
    g. The CSB shall maintain an accurate list of fixed assets as defined by the state and federal policies.
    h. Access to the CSB's information system shall be controlled and properly documented. Access shall be terminated in a timely manner when a staff member is no longer employed by the CSB to ensure security of confidential information about individuals receiving services and compliance with the Health Insurance Portability and Accountability Act of 1996 and associated federal or state regulations.
    i. The CSB shall assess operating reserves at least monthly to ensure it maintains an operating reserve of funds sufficient to cover at least two months of personnel and operating expenses and ensure that the CSB's financial position is sound.
    j. At any point during the term of this contract, if it determines that its operating reserve is less than two months, the CSB shall notify the Department within 10 business days of the determination and work with the Department to develop a corrective action plan to increase the reserve to at least two months in a reasonable agreed upon timeframe.

B. Procurement Requirements, Policies, and Procedures

CSBs shall have written procurement policies and procedures that comply with the Virginia Public Procurement Act.

C. Reimbursement Requirements, Policies, and Procedures

1. **Reimbursement System:** Each CSB's reimbursement system shall comply with § 37.2-504 and § 37.2-511 or § 37.2-605 and § 37.2-612 and with § 20-61 of the Code of Virginia and State Board Policy 6002

(FIN) 86-14. Its operation shall be described in organizational charts identifying all staff positions, flow charts, and specific job descriptions (as they relate to reimbursement policy/process) for all personnel involved in the reimbursement system.

2. **Policies and Procedures:** Written fee collection policies and procedures shall be adequate to maximize fees from individuals and responsible third-party payers.

3. **Schedule of Charges:** A schedule of charges shall exist for all services that are included in the CSB's performance contract, shall be related reasonably to the cost of the services, and shall be applicable to all recipients of the services.

4. **Ability to Pay:** A method, approved by a CSB's board of directors that complies with applicable state and federal regulations shall be used to evaluate the ability of each individual to pay fees for the services he or she receives.

5. **Medicaid and Medicare Regulations:** CSBs shall comply with applicable federal and state Medicaid and Medicare regulations, policies, procedures, and provider agreements. Medicaid non-compliance issues identified by Department staff will be communicated to the Department of Medical Assistance Services.

D. Human Resource Management Requirements, Policies, and Procedures

1. **Statutory Requirements:** The CSB shall operate a human resource management program that complies with state and federal statutes, regulations, and policies.

2. **Policies and Procedures:** If the CSB is not otherwise required to adhere to local government human resource management requirements, policies, and procedures, written human resource management policies and procedures shall include a classification plan and uniform employee pay plan and, at a minimum, shall address:
   a. nature of employment;
   b. equal employment opportunity;
   c. recruitment and selection;
   d. criminal background and reference check requirements;
   e. classification and compensation, including a uniform employee pay plan;
   f. employment medical examinations (e.g., TB);
   g. nepotism (employment of relatives);
   h. probationary period;
   i. initial employee orientation;
   j. transfer and promotion;
   k. termination, layoff, and resignation;
   l. benefits, including types and amounts of leave, holidays, and health, disability, and other insurances;
   m. hours of work;
   n. outside employment;
   o. professional conduct;
   p. employee ethics;
   q. compliance with state Human Rights Regulations and the CSB's local human rights policies and procedures;
   r. HIPAA compliance and privacy protection;
   s. compliance with the Americans with Disabilities Act;

t. conflicts of interests and compliance with the Conflict of Interests Act;
u. compliance with Fair Labor Standards Act, including exempt status, overtime, and compensatory leave;
v. drug-free workplace and drug testing;
w. maintenance of a positive and respectful workplace environment;
x. prevention of sexual harassment;
y. prevention of workplace violence;
z. whistleblower protections;
aa. smoking;
bb. computer, internet, email, and other electronic equipment usage;
cc. progressive discipline (standards of conduct);
dd. employee performance evaluation;
ee. employee grievances;
ff. travel reimbursement and on-the-job expenses;
gg. employee to executive director and board of directors contact protocol; and
hh. communication with stakeholders, media, and government officials

3. **Job Descriptions**
A CSB shall have written, up-to-date job descriptions for all positions.
Job descriptions shall include identified essential functions, explicit responsibilities, and qualification statements, expressed in terms of knowledge, skills, and abilities as well as business necessity and bona fide occupational qualifications or requirements.

4. **Grievance Procedure**
A CSB's grievance procedure shall satisfy §15.2-1507 of the Code of Virginia.

5. **Uniform Pay Plan**
A CSB shall adopt a uniform pay plan in accordance with §15.2-1506 of the Code of Virginia and the Equal Pay Act of 1963.

E. Comprehensive State Planning

1. **General Planning:** The CSB shall participate in collaborative local and regional service and management information systems planning with state facilities, other CSBs, other public and private human services agencies, and the Department, as appropriate. In accordance with § 37.2-504 or § 37.2-605 of the Code of Virginia, the CSB shall provide input into long-range planning activities that are conducted by the Department.

2. **Participation in State Facility Planning Activities**
The CSB shall participate in collaborative planning activities with the Department to the greatest extent possible regarding the future role and structure of the state facilities.

F. Interagency Relationships
Pursuant to the case management requirements of § 37.2-500 or § 37.2-601 of the Code of Virginia, the CSB shall, to the extent practicable, develop and maintain linkages with other community and state agencies and facilities that are needed to assure that individuals it serves are able to access treatment, training, rehabilitative, and habilitative mental health, developmental, or substance abuse services and

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supports identified in their individualized services plans. The CSB shall comply with § 37.2-504 or § 37.2-605 of the Code of Virginia regarding interagency agreements.

The CSB also shall develop and maintain, in conjunction with the courts having jurisdiction in the cities or counties served by the CSB, cooperative linkages that are needed to carry out the provisions of § 37.2-805 through § 37.2-821 and related sections of the Code of Virginia pertaining to the involuntary admission process.

The CSB shall develop and maintain the necessary linkages, protocols, and interagency agreements to affect the provisions of the Comprehensive Services Act for At-Risk Youth and Families (§ 2.2-5200 through § 2.2-5214 of the Code of Virginia) that relate to services that it provides. Nothing in this provision shall be construed as requiring the CSB to provide services related to this act in the absence of sufficient funds and interagency agreements.

III. The Department Requirements

A. Comprehensive State Planning
The Department shall conduct long-range planning activities related to state facility and community services, including the preparation and dissemination of the Comprehensive State Plan required by § 37.2-315 of the Code of Virginia.

B. Administrative Fee
The Department shall partner with the CSBs to establish administrative fee policies and procedures.

C. Department Review
While it does not conduct routine reviews of the entirety of a CSB's administrative activities, the Department may conduct a review in response to significant deficiencies, irregularities, or problems identified in the CSB's independent annual audit or management letter or in response to complaints or information that it receives.

If Departmental review identifies compliance deficiencies, CSBs will submit formal plans of correction to the appropriate Office of Administrative Services in the Department within 45 days of receipt of official reports of reviews. Minor compliance issues shall be corrected within 45 days of submitting a plan. Action to correct major compliance issues shall be initiated within 45 days and completed within 180 days of submitting a plan, unless, following discussion with the CSB, the Department grants an extension.

Additional information about departmental review of various administrative functions is available in the Technical Manual.

D. Complaint Follow-up
In response to complaints from constituents or other entities related to CSB financial, procurement, reimbursement, or human resource policy, the Department will forward those complaints to the Board, the local government or local governing body for resolution. If resolution is not attained within a reasonable period, DBHDS may conduct a review of these policies, departments, and activities, within the extent allowable by state law, to seek resolution.

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E. Information Technology

The Department shall operate and provide technical assistance and support, to the extent practicable, to the CSB about any/all systems through which operational or service-level data are exchanged and will comply with State Board Policies 1030.

1. Pursuant to § 37.2-504 and § 37.2-605 of the Code of Virginia, the Department shall implement procedures to protect the confidentiality of data accessed or received in accordance with the performance contract.

2. The Department shall ensure that any software application that it issues to the CSB for reporting purposes associated with the performance contract has been field tested in accordance with Appendix D by a reasonable number of CSBs to assure compatibility and functionality with the major IT systems used by CSBs, is operational, and is provided to the CSB sufficiently in advance of reporting deadlines to allow it to install and run the software application.

3. The Department shall collaborate with the VACSB DMC in the implementation of any new data management or data warehousing systems to ensure appropriate interoperability and workflow management.

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Appendix A: CSB and Board of Directors Organization and Operations

These requirements apply to the CSB board of directors or staff pursuant to § 37.2-501 - § 37.2-502 of the Code

A. CSB Organization
The CSB shall maintains an organizational chart that includes the local governing body or bodies that established the CSB and the board's committee structure.

B. Board Bylaws
Board of directors (BOD) bylaws shall be consistent with local government resolutions or ordinances establishing the CSB, board policies, and the CSB's organization chart and shall have been reviewed and/or revised in the last two years.

C. CSB Name/Appointment Changes
If the name of a CSB changes, the CSB shall provide the Department resolutions or ordinances approving the CSB's new name that were adopted by the boards of supervisors or city councils (local governing bodies) that established the CSB. If the number of appointments made to the CSB by its local governing bodies changes, the CSB shall attach to this contract copies of the resolutions or ordinances adopted by the local governing bodies that changed the number of appointments.

D. BOD Member Job Description
The BOD and executive director shall develop a board member position description, including qualifications, duties and responsibilities, and time requirements that the CSB shall provide to its local governing bodies to assist them in board appointments.

E. BOD Member Training
The executive director shall provide new board members with training on their legal, fiduciary, regulatory, policy, and programmatic powers and responsibilities and an overview of the performance contract within one month of their appointment. New board members shall receive a board manual before their first board meeting with the information needed to be an effective board member.

F. BOD Policies
The BOD shall adopt policies governing its operations, including board- staff relationships and communications, local and state government relationships and communications, committee operations, attendance at board meetings, oversight and monitoring of CSB operations, quality improvement, conflict of interests, freedom of information, board member training, privacy, security, and employment and evaluation of and relationship with the executive director.

G. FOIA Compliance
The BOD shall comply with the Virginia Freedom of Information Act (FOIA). BOD Meeting Schedule
The BOD shall adopt an annual meeting schedule to assist board member attendance.

H. Meeting Frequency
The BOD shall meet frequently enough (at least six times per year) and receive sufficient information from the staff to discharge its duties and fulfill its responsibilities. This information shall include quarterly reports on service provision, funds and expenditures, and staffing in sufficient detail and

performance on the behavioral health and developmental performance measures and other performance measures in Exhibit B. Board members shall receive this information at least one week before a scheduled board meeting.

I. Reporting Fraud

1. Upon discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred, the CSB's executive director shall report this information immediately to any applicable local law enforcement authorities and the Department's Internal Audit Director.

2. All CSB financial transactions that are the result of fraud or mismanagement shall become the sole liability of the CSB, and the CSB shall refund any state or federal funds disbursed by the Department to it that were involved in those financial transactions.

3. The CSB shall ensure that new CSB board members receive training on their fiduciary responsibilities under applicable provisions of the Code and this contract and that all board members receive annual refresher training on their fiduciary responsibilities.

J. Employment of a CSB Executive Director or Behavioral Health Authority (BHA) Chief Executive Officer (CEO) Position

1. CSBs are compliant with § 37.2-504 item 6 or § 37.2-605 item 7 of the Code of Virginia as it relates to the hiring and employment of their leaders. Coordination with the Department is required at varying levels based on the type of CSB.

2. The CSB is required to coordinate with the Department to ensure the appointed individual meets the minimum qualifications established by the department (for all CSB/BHA types) and is in compliance with appropriate salary ranges (for operating CSBs and BHAs).

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Appendix B: Disaster Response and Emergency Service Preparedness Requirements

A. The CSB agrees to comply with section 416 of Public Law 93-288 (the Stafford Act) and § 44-146.13 through § 44-146.28 of the Code regarding disaster response and emergency service preparedness. These Code sections authorize the Virginia Department of Emergency Management, with assistance from the Department, to execute the *Commonwealth of Virginia Emergency Operations Plan*, as promulgated through Executive Order 50 (2012).

B. Disaster behavioral health (DBH) assists with mitigation of the emotional, psychological, and physical effects of a natural or man-made disaster affecting survivors and responders. Disaster behavioral health support is most often required by Emergency Support Function No. 6: Mass Care, Emergency Assistance, Temporary Housing, and Human Services; Emergency Support Function No. 8: Health and Medical Services; and Emergency Support Function No. 15: External Affairs. The CSB shall:

1. Provide the Department with and keep current 24/7/365 contact information for disaster response points of contact at least three persons deep
2. Report to the Department all disaster behavioral health recovery and response activities related to a disaster
3. Within the scope of widely accepted FEMA doctrine, the National Response Framework and the National Incident Management System, comply with all Department directives coordinating disaster planning, preparedness, response, and recovery to disasters.

C. Local partnerships are critical to successful disaster response and recovery operations. The CSB shall work with local partners and response agencies to ensure local emergency operations plans incorporate appropriate disaster behavioral health provisions. The Disaster Behavioral Health provisions should include:

1. An accurate listing of DBH response and recovery assets both internal to the CSB and otherwise available to the locality in the aftermath of a disaster.
2. Protocols and procedures for providing behavioral health services and supports to the local community during emergency operations;
3. Participation in local, regional, and statewide planning, preparedness, response, and recovery training and exercises;
4. Disaster response agreements with local governments and state facilities; and
5. Coordination with state facilities and local health departments or other responsible local agencies, departments, or units in preparing all hazards disaster plans.

Appendix C: Unspent Balances Principles and Procedures

A. Unspent Balances Principles and Procedures

1. **CSB Unspent Federal Funds:** Federal funds remaining unspent beyond the period of performance for which the funds were granted shall be returned to the Department at the end of the funding period in which they were allocated pursuant to the timeline and closeout process outlined in section III of Exhibit F exception in circumstances in which the expenditure of federal funds for allowable unliquidated obligations within appropriate unliquidated obligation spend-down periods as outlined in Exhibit F.

2. **CSB Allocations of State Funds**: Given provisions in State Board Policy 6005 and § 37.2-509 or § 37.2-611 of the Code of Virginia, the Department shall allocate funds in Grants to Localities in the Appropriation Act without applying estimated year-end balances of unspent state funds to the next year's awards to CSBs.

3. **Calculation of Balances:** In order to identify the correct amounts of unspent state fund balances, the Department shall continue to calculate unspent balances for all types of funds sources, except for federal grants.
4. The Department shall calculate balances for restricted and unrestricted state funds, local matching funds, and fees~~,~~ based on the end of the fiscal reports submitted by all CSBs no later than the deadline in Exhibit E of the performance contract. The Department shall continue to communicate information about individual balances to each CSB.

5. **Unspent Balances for Regional Programs**: While all unspent balances exist in CSB financial management systems, unspent balances for a regional program may be handled by the fiscal agent and CSBs participating in the regional program as they decide for purposes allowable for the regional program. All participating CSBs must review and approve how these balances are handled and the agreed upon uses must fall within the allowable uses for any restricted regional programs. Balances for regional programs may be prorated to each participating CSB for its own locally determined uses or allocated to a CSB or CSBs for regionally approved uses, or the CSB that functions as the regional program's fiscal agent may retain and expend the funds for purposes determined by all of the participating CSBs. Procedures for handling regional program balances of unspent funds should be included in the regional program memorandum of agreement for the program among the participating CSBs, and those procedures must be consistent with the principles and procedures in this Appendix and the applicable provisions of the current performance contract.

6. **Allowable Uses of Unspent State Fund Balances**: Consistent with the intent of the Grants to Localities item in the Appropriation Act and § 37.2-500 or § 37.2-601 of the Code of Virginia, CSBs may use unspent balances of state funds only for mental health, developmental, and substance use disorder services purposes. Any other uses of unspent state fund balances are not acceptable and are a violation of the CSB's performance contract with the Department.

7. **Collective Uses of Unspent Balances**: A group of CSBs may pool amounts of their unspent balances to address one-time issues or needs that are addressed more effectively or efficiently on a collective basis. Any pooled restricted funds must be used in accordance with the terms of the restriction. The use of these pooled unspent balances shall be consistent with the principles and procedures in this Appendix.

B. Reserve Funds: A CSB shall place all unspent balances of unrestricted and restricted state funds that it has accumulated from previous fiscal years in a separate reserve fund. CSBs shall identify and account separately for unspent balances of each type of restricted state funds from previous fiscal years in the reserve fund. The CSB shall use this reserve fund only for mental health, developmental, and substance use disorder services purposes, as specified in these principles and procedures or by the Department.

1. Reserve funds must not be established using current fiscal year funds, which are appropriated, granted, and disbursed for the provision of services in that fiscal year. This is particularly relevant for funds restricted by funding sources such as the General Assembly, since these funds cannot be used for another purpose. Transferring current fiscal year state funds into a reserve fund or otherwise intentionally not expending them solely for the purpose of accumulating unspent state

funds to create or increase a reserve fund is a violation of the legislative intent of the Appropriation Act and is prohibited.

2. **Size of Reserve Funds**: The maximum acceptable amount of unspent state fund balances that a CSB may accumulate in a reserve fund shall be equal to 50 percent of the amount of all state funds received from the Department during the current fiscal year up to a maximum of $7 million. If this amount of all state funds is less than 50 percent of the total amount of state funds received by the CSB during any one of the preceding five fiscal years, then 50 percent of that larger amount shall constitute the acceptable maximum amount of unspent state fund balances that may be accumulated in a reserve account.

    a. If a CSB has accumulated more than this amount, it must expend enough of those reserve funds on allowable uses for mental health, developmental, or substance use disorder services purposes to reduce the amount of accumulated state fund balances to less than 50 percent of the amount of all state funds received from the Department during the current fiscal year.

    b. In calculating the amount of acceptable accumulated state fund balances, amounts of long-term capital obligations incurred by a CSB shall be excluded from the calculation. If a CSB has a plan approved by its CSB board and reviewed and approved in advance by the Department to reserve a portion of accumulated balances toward an identified future capital expense such as the purchase, construction, renovation, or replacement of land or buildings used to provide mental health, developmental, or substance use disorder services; purchase or replacement of other capital equipment, including facility-related machinery or equipment; or purchase of information system equipment or software, the reserved amounts of state funds shall be excluded from the maximum acceptable amount of unspent state fund balances.

C. Effective Period of Restrictions on State General Funds

1. Allowable uses of state funds for identified purposes (restricted funds) remain restricted as originally appropriated. After the end of the biennium in which the restricted funds were disbursed to CSB, any unexpended balances of those state funds shall be identified and shall remain restricted for permissible purposes unless the CSB submits and receives approval of a request to unrestrict these funds, in writing, to the Office of Management Services in the Department. Approvals may be granted for unrestricting funds to be used within the same category (MH, SA, DD).

2. The Department may request an accounting of the total amount of accumulated unexpended restricted state funds per funding source. If necessary, the Department may direct the CSBs to repurpose the use of those funds or the Department may re-allocate those funds amongst other CSBs based on need.

D. Performance Contract Exhibit A Documentation

1. All uses of unspent balances of state funds shall be documented in the CSB's performance contract for the year in which the unspent balances are expended. If the balances will be used to support operational costs, the funds shall be shown as state retained earnings in the performance contract and in the mid-year report, if the expense occurs in the first two quarters, and in the end of the fiscal year report.

2. If the balances will be used for major capital expenses, such as the purchase, construction, major renovation, or replacement of land or buildings used to provide mental health, developmental, or

substance use disorder services or the CSB's management and administrative operations or the purchase or replacement of information system equipment, these costs shall be shown as state retained earnings and shall be described separately on the Financial Comments page (AF-2) of the performance contract and the financial reports.

3. Balances used for major capital expenses shall be included in appropriate lines as applicable but shall not be included in the service costs shown in the performance contract because these expenses would distort the ongoing costs of the services in which the major capital expenses would be included. Differences between the financial and service costs related to the inclusion of unspent balances as retained earnings for major capital expenses shall be explained on the Reconciliation of Financial Report and Core Services Costs by Program Area page. However, depreciation of those capital assets can be included in service costs.
4. In either case, for each separate use of unspent balances of state funds, the amount expended and the category from those listed in the expenditure shall be shown on the Financial Comments page of the report. The amount of unspent balances must be shown along with the specific sources of those balances, such as unrestricted state funds or particular restricted state funds. Uses of unspent balances of state funds shall be reviewed and approved by the Department in accordance with the principles and procedures in this document and the Performance Contract Process in Exhibit E of the performance contract.
5. CSBs may maintain their accounting records on a cash or accrual basis for day-to-day accounting and financial management purposes; however, its reporting must be in compliance with Generally Accepted Accounting Principles (GAAP). CSBs may submit its reports to the Department on a cash or modified accrual basis, but they must report on a consistent basis; and the reports must include all funds contained in the performance contract that are received by the CSB during the reporting period.

E. Department Review of Unspent Balances

In exercising its stewardship responsibility to ensure the most effective, prudent, and accountable uses of state funds, the Department may require CSBs to report amounts of unexpended state funds from previous fiscal years. The Department also may withhold current fiscal year disbursements of state funds from a CSB if amounts of unexpended state funds for the same purposes in the CSB's reserve account exceed the limits in this document. This action would not affect the allocation of those state funds in the following fiscal year. The Department also may review available unspent balances of state funds with a CSB that exhibits a persistent pattern of providing lower levels of services while generating significant balances of unspent state funds, and the Department may take actions authorized by State Board Policy 6005 to address this situation. Finally, the Department may establish other requirements in collaboration with CSBs for the identification, use, reporting, or redistribution of unexpended balances of state funds.

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Appendix D: User Acceptance Testing Process

A. The Community Service Boards (CSB) and Department of Behavioral Health and Developmental Services (DBHDS) will use the following UAT process for major new releases and/or upgrades of applications that involve the addition of new data elements or reporting requirements or other functions that would require significant work by CSB IT staff and vendors.

B. Major changes in complex systems shall primarily occur only once per year at the start of the fiscal year and in accordance with the testing process below. Critical and unexpected changes may occur outside of this annual process for business applications, and under those circumstances DBHDS will follow the established UAT process to implement them. Smaller applications follow the process below at the discretion of the DBHDS with input from the VACSB DMC. (Virginia Community Service Board Data Management Committee).

Department and CSB User Acceptance Testing Process	
Time Frame Cal Days	**Action**
Variable	The time prior to D-150 in which DBHDS and CSBs develop and negotiate the proposed application changes. The time needed for this step is unknown and will vary for each new release depending on the content of the release
D - 140	The Department issues the final revised specifications that will apply to the new release. The revised specifications will be accompanied by agreed upon requirements specifications outlining all changes in the new release.
D - 50	CSBs begin collecting new data elements that will be in the new release. Not all releases will involve new data elements, so for some releases, this date would not be applicable.
D - 35	UAT testers (DBHDS & CSB representatives) receive the beta version of the new release and UAT begins.
D – 20	UAT is completed. Test outcomes are validated and identified errors are mitigated. The application release is completed.
D - 15	The Department issues the final version of the new release to CSBs for their use.
D Day	Initial date data must be received by the Department (

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Appendix E: Administrative Requirements for Accounts Receivables

Background

Budget Amendments - HB30 (Conference Report), Item 295#9c – OO.4

The Department of Medical Assistance Services, in cooperation with DBHDS, shall (i) develop and 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. The Department shall report the results of these targeted reviews, any technical assistance or training provided in response, and on the feasibility of central billing to the Chairs of the House Appropriations and Senate Finance and Appropriations Committees by December 1, 2024.

DBHDS currently looks at the client receivables as part of our CSB reviews, and the data collected shows that some of the CSBs are not billing or processing denials timely. These changes will allow DBHDS to identify causes for these issues and educate CSBs how they can increase collections in the long run. This would also allow DBHDS to have more visibility to the client receivables and deliver specific recommendations to resolve issues. This will also allow CSBs to identify problem areas more closely and the training and resources needed to rectify issues.

Effective Date: This Appendix E shall be effective July 1, 2025, through June 30, 2027

A. CSB Responsibilities

1. CSB shall develop and implement systems that are adequate to properly account for and report their client receivables.

2. CSB shall establish and implement receivable collection policy that includes procedures for billing, re-billing, processing denials and write offs. Such procedures should address the frequency of billing, monitoring of denials and frequency of re-billing such denials of client receivables.

3. CSB shall write off client receivable accounts when all collection procedures have been exhausted and categories of such write offs need to be defined in their receivable policy.

4. CSB shall collect minimum prescribed information from clients including their insurance information that aids in collecting receivables.

5. CSB shall strive to consistently pursue client receivables collect its client receivables including Medicaid, Medicare, and third-party insurers and limit the percentage of receivables over 120 days (excluding self-pay) to 15% or less of the total AR (excluding self-pay) unless actively collecting on those accounts.

B. Department Responsibilities

1. By July 30, 2025, the Department shall work with the CSB to establish the reporting template.

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2. The Department shall attend the established VACSB State Steering Committee meetings that address issues around collecting receivables.

3. The Department shall meet quarterly with representation from CEOs & CFOs (small group) to analyze the data and understand the details related to the collected data and what resolutions are reasonable, including the messaging for state-level stakeholders.

4. The Department shall attend VARO (Virginia Association of Reimbursement Officers) conference that address issues around collecting receivables.

5. The Department shall consult with the CSB Executive Director and/or Chief Executive Officer in advance of sharing data with the General Assembly, Behavioral Health Commission, JLARC or posting on any public facing dashboards.

C. Reporting Requirements

CSB shall report total client receivables, including accounts aged 30 days, 31-60 days, 61-90 days, 91-120, 120 days and over, by payor type, to DBHDS Finance on a quarterly basis within 30 days of the close of the quarter using the established DBHDS report template. CSB shall send the reports to Eric Billings, Deputy Director of Fiscal Services and Grants Management at eric.billings@dbhds.virginia.gov.

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Appendix F: Regional Program Procedures

A regional program is funded by the Department through the community services board or behavioral health authority, hereafter referred to as the CSB and operated explicitly to provide services to individuals who receive services from the CSBs participating in the program.

1. Purpose

The CSB may collaborate and act in concert with other CSBs or with other CSBs and state hospitals or training centers, hereafter referred to as state facilities, to operate regional programs, provide or purchase services on a regional basis, conduct regional utilization management, or engage in regional quality improvement efforts. Regional programs include regional discharge assistance programs (RDAP), local inpatient purchases of services (LIPOS), and other programs such as residential or ambulatory crisis stabilization programs. These procedures apply to all regional programs. While this appendix replaces earlier regional memoranda of agreement (MOAs), CSBs, state facilities, private providers participating in the regional partnership, and other parties may still need to develop MOAs to implement specific policies or procedures to operate regional or sub-regional programs or activities. Also, an MOA must be developed if a regional program intends to establish a peer review committee (e.g., a regional utilization review and consultation team) whose records and reviews would be privileged under § 8.01-581.16 of the Code of Virginia. When the CSB receives state or federal funds from the Department for identified regional programs or activities, it shall adhere to the applicable parts of these procedures, which are subject to all applicable provisions of the community services performance contract. In the event of a conflict between any regional program procedures and any provisions of the contract, provisions of the contract shall apply.

2. Regional Management Group (RMG)

a. The participating CSBs and state facilities shall establish an RMG. The executive director of each participating CSB and the director of each participating state facility shall each serve on or appoint one member of the RMG. The RMC shall manage the regional program and coordinate the use of funding provided for the regional program, review the provision of services offered through the regional program, coordinate and monitor the effective utilization of the services and resources provided through the regional program, and perform other duties that the members mutually agree to carry out. An RMG may deal with more than one regional program.

b. Although not members of the RMG, designated staff in the Central Office of the Department shall have access to all documents maintained or used by this group, pursuant to applicable provisions of the performance contract, and may attend and participate in all meetings or other activities of this group.

c. In order to carry out its duties, the RMG may authorize the employment of one or more regional managers to be paid from funds provided for a regional program and to be employed by a participating CSB. The RMG shall specify the job duties and responsibilities for and supervise the regional manager or managers.

3. Regional Utilization Review and Consultation Team (RURCT)

a. The RMG shall establish a RURCT pursuant to § 8.01-581.16 of the Code of Virginia to, where applicable:

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1.) review the implementation of the individualized services plans (ISPs) or individualized Discharge Assistance Program plans (IDAPPs) developed through the regional program to ensure that the services are the most appropriate, effective, and efficient services that meet the clinical needs of the individual receiving services and report the results of these reviews to the RMG;

2.) review individuals who have been on the state facility extraordinary barriers to discharge list for more than 30 days to identify or develop community services and funding appropriate to their clinical needs and report the results of these reviews and subsequent related actions to the RMG;

3.) review, at the request of the case management CSB, other individuals who have been determined by state facility treatment teams to be clinically ready for discharge and identify community services and resources that may be available to meet their needs;

4.) facilitate, at the request of the case management CSB, resolution of individual situations that are preventing an individual's timely discharge from a state facility or a private provider participating in the regional partnership or an individual's continued tenure in the community;

5.) identify opportunities for two or more CSBs to work together to develop programs or placements that would permit individuals to be discharged from state facilities or private providers participating in the regional partnership more expeditiously;

6.) promote the most efficient use of scarce and costly services; and

7.) carry out other duties or perform other functions assigned by the RMG.

b. The RURCT shall consist of representatives from participating CSBs in the region, participating state facilities, private providers participating in the regional partnership, and others who may be appointed by the RMG, such as the regional manager(s) employed pursuant to section II.C. The positions of the representatives who serve on this team shall be identified in local documentation.

c. The RURCT shall meet monthly or more frequently, when necessary, for example, depending upon census issues or the number of cases to be reviewed. Minutes shall be recorded at each meeting. Only members of the team and other persons who are identified by the team as essential to the review of an individual's case, including the individual's treatment team and staff directly involved in the provision of services to the individual, may attend meetings. All proceedings, minutes, records, and reports and any information discussed at these meetings shall be maintained confidential and privileged, as provided in § 8.01-581.17 of the Code of Virginia.

d. For the regional program, the RURCT or another group designated by the RMG shall maintain current information to identify and track individuals served and services provided through the regional program. This information may be maintained in participating CSB information systems or in a regional data base. For example, for the RDAP, this information shall include the individual's name, social security number or other unique identifier, other unique statewide identifier, legal status, case management CSB, state hospital of origin, discharge date, state re-hospitalization date (if applicable), and the cost of the IDAPP. This team shall maintain automated or paper copies of records for each RDAP-funded IDAPP. Changes in responsibilities of the case management CSB, defined in the core services taxonomy, and the transfer of RDAP funds shall be reported to the Offices of Grants Management and Mental Health Services in the Department as soon as these changes or transfers are known or at least monthly.

e. For RDAP, the RURCT shall conduct utilization reviews of ISPs as frequently as needed to ensure continued appropriateness of services and compliance with approved IDAPPs and reviews of quarterly utilization and financial reports and events related to the individual such as re-hospitalization, as appropriate. This utilization review process may result in revisions of IDAPPs or adjustment to or redistribution of RDAP funds. This provision does not supersede utilization review and audit processes conducted by the Department pursuant to the performance contract.

f. Although not members of the RURCT, designated staff in the Central Office of the Department shall have access to all documents, including ISPs or IDAPPs, maintained or used by this body, pursuant to applicable provisions of the performance contract, and may attend and participate in all meetings as non-voting members and in other activities of this team.

4. **Operating Procedures for Regional Programs:** These operating procedures establish the parameters for allocating resources for and monitoring continuity of services provided to individuals receiving regional program services. Some of the procedures apply to regional programs generally; others apply to particular regional programs, although they may be able to be adapted to other regional programs.

a. Funding for a regional program shall be provided and distributed by the Department to participating CSBs or to a CSB on behalf of the region through their community services performance contracts in accordance with the conditions specified the contract, often in an Exhibit D.

b. Each participating CSB or a CSB on behalf of the region shall receive semi-monthly payments of state funds from the Department for the regional program through its community services performance contract, as long as it satisfies the requirements of this appendix and the performance contract, based upon its total base allocation of previously allotted and approved regional program funds.

c. Participating CSBs and state facilities shall develop agreed-upon procedures that describe how they will implement a regional program and jointly manage the use of regional program funds on a regional basis. These procedures shall be reduced to writing and provided to the Department upon request.

d. Regional program funds may be used to support the activities of the RMG and RURCT.

e. Within the allocation of funds for the regional program, funds may be expended for any combinations of services and supports that assure that the needs of individuals are met in community settings. ISPs or IDAPPs must be updated and submitted, as revisions occur or substitute plans are required, to the RMG for approval according to procedures approved by the RMG.

f. Regional program funds used to support ISPs or IDAPPs shall be identified on a fiscal year basis. Amounts may be adjusted by the RMG to reflect the actual costs of care based on the regional program's experience or as deemed appropriate through a regional management and utilization review process.

g. The CSB responsible for implementing an individual's regional program ISP or IDAPP shall account for and report the funds and expenses associated with the regional program ISP or IDAPP in its community services performance contract and in its quarterly performance contract reports submitted through to the Department.

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h. The CSB responsible for implementing an individual's regional program ISP or IDAPP shall ensure that the appropriate information about that individual and his or her services is entered into its management information system so that the information can be through reports to the Department.

i. The participating CSBs may use regional program funds to establish and provide regional or sub-regional services when this is possible and would result in increased cost effectiveness and clinical effectiveness.

j. Operation of a RDAP is governed by the Discharge Assistance Program Manual issued by the Department and provisions of Exhibit C of the performance contract.

5. General Terms and Conditions

a. CSBs, the Department, and any other parties participating in a regional program agree that they shall comply with all applicable provisions of state and federal law and regulations in implementing any regional programs to which these procedures apply. The CSB and the Department shall comply with or fulfill all provisions or requirements, duties, roles, or responsibilities in the current community services performance contract in their implementation of any regional programs pursuant to these procedures.

b. Nothing in these procedures shall be construed as authority for the CSB, the Department, or any other participating parties to make commitments that will bind them beyond the scope of these procedures.

c. Nothing in these procedures is intended to, nor does it create any claim or right on behalf of any individual to any services or benefits from the CSB or the Department.

6. Project Management

a. The Department shall be responsible for the allocation of regional program state and federal funds and the overall management of the regional program at the state level.

b. The RMG shall be responsible for overall management of the regional program and coordination of the use of funding provided for the regional program in accordance with these procedures.

c. The CSB shall be responsible for managing regional program funds it receives in accordance with these regional program procedures.

d. Payments generated from third party and other sources for any regional program shall be used by the region or CSB to offset the costs of the regional program. The CSB shall collect and utilize all available funds from other appropriate specific sources before using state and federal funds to ensure the most effective use of these state and federal funds. These other sources include Medicare; Medicaid-fee-for service, targeted case management payments, rehabilitation payments, and ID waiver payments; other third-party payors; auxiliary grants; SSI, SSDI, and direct payments by individuals; payments or contributions of other resources from other agencies, such as social services or health departments; and other state, local, or Department funding sources.

e. The Department may conduct on-going utilization review and analyze utilization and financial information, and events related to individuals served, such as re-hospitalization, to ensure the continued appropriateness of services and to monitor the outcomes of the regional program. The utilization review process may result in adjustment to or reallocation of state general and federal funding allocations for the regional program.

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AMENDMENT 3
AMENDED AND RESTATED
FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT
MASTER AGREEMENT - SUPPLEMENTAL DOCUMENT
Addendum II: Central Office, State Facility, and Community Services Board
Partnership Agreement
Contract No. P1636.3

Section 1: Purpose

The Central Office of the Department of Behavioral Health and Developmental Services (Department), state hospitals and training centers (state facilities) operated by the Department, and community services boards (CSBs), which are entities of local governments, are the operational partners in Virginia's public system for providing mental health, developmental, and substance use disorder services. CSBs include operating CSBs, administrative policy CSBs, and policy-advisory CSBs to local government departments and the behavioral health authority that are established pursuant to Chapters 5 and 6, respectively, of Title 37.2 of the Code of Virginia.

Pursuant to State Board Policy 1034, the partners enter into this agreement to implement the vision statement articulated in State Board Policy 1036 and to improve the quality of care provided to individuals receiving services (individuals) and enhance the quality of their lives. The goal of this agreement is to establish a fully collaborative partnership process through which CSBs, the Central Office, and state facilities can reach agreements on operational and policy matters and issues. In areas where it has specific statutory accountability, responsibility, or authority, the Central Office will make decisions or determinations with the fullest possible participation and involvement by the other partners. In all other areas, the partners will make decisions or determinations jointly. The partners also agree to make decisions and resolve problems at the level closest to the issue or situation whenever possible. Nothing in this partnership agreement nullifies, abridges, or otherwise limits or affects the legal responsibilities or authorities of each partner, nor does this agreement create any new rights or benefits on behalf of any third parties.

The partners share a common desire for the system of care to excel in the delivery and seamless continuity of services for individuals and their families and seek similar collaborations or opportunities for partnerships with advocacy groups for individuals and their families and other system stakeholders. We believe that a collaborative strategic planning process helps to identify the needs of individuals and ensures effective resource allocation and operational decisions that contribute to the continuity and effectiveness of care provided across the public mental health, developmental, and substance use disorder services system. We agree to engage in such a collaborative planning process.

This partnership agreement also establishes a framework for covering other relationships that may exist among the partners. Examples of these relationships include regional initiatives such as the regional utilization management teams, regional crisis stabilization programs, regional discharge assistance programs, regional local inpatient purchases of services, and REACH programs.

Section 2: Roles and Responsibilities

Although this partnership philosophy helps to ensure positive working relationships, each partner has a unique role in providing public mental health, developmental, and substance use disorder services. These distinct roles promote varying levels of expertise and create opportunities for identifying the most effective mechanisms for planning, delivering, and evaluating services.

A. Central Office

1. Ensures through distribution of available state and federal funding that an individually focused and community-based system of care, supported by community and state facility resources, exists for the delivery of publicly funded services and supports to individuals with mental health or substance use disorders or developmental disabilities.

2. Promotes the public mental health, developmental, and substance use disorder service delivery system (including the Central Office) quality improvement efforts that focus on individual outcome and provider performance measures designed to enhance service quality, accessibility, and availability, and provides assistance to the greatest extent practicable with Department-initiated surveys and data requests.

3. Supports and encourages the maximum involvement to ensure that services are not imposed on individuals receiving services. The receiver of services should be an active participant in the planning, delivery, and documentation of services whenever practical participation of individuals receiving services and family members

   of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.

4. Ensures fiscal accountability that is required in applicable provisions of the Code, relevant state and federal regulations, and policies of the State Board.

5. Promotes identification of state-of-the-art, best or promising practice, or evidence-based programming and resources that exist as models for consideration by other partners.

6. Seeks opportunities to affect regulatory, policy, funding, and other decisions made by the Governor, the Secretary of Health and Human Resources, the General Assembly, the Department of Medical Assistance Services and other state agencies, and federal agencies that interact with or affect the other partners.

7. Encourages and facilitates state interagency collaboration and cooperation to meet the service needs of individuals and to identify and address statewide interagency issues that affect or support an effective system of care.

8. Serves as the single point of accountability to the Governor and the General Assembly for the public system of mental health, developmental, and substance use disorder services.

9. Problem solves and collaborates with a CSB and state facility together on a complex or difficult situation involving an individual who is receiving services when the CSB and state facility have not been able to resolve the situation successfully at their level.

B. Community Services Boards

1. Pursuant to § 37.2-500 and 37.2-600 of the Code and State Board Policy 1035, serve as the single points of entry into the publicly funded system of individually focused and community-based services and supports for individuals with mental health or substance use disorders or developmental disabilities, including individuals with co-occurring disorders in accordance with State Board Policy 1015.

2. Serve as the local points of accountability for the public mental health, developmental, and substance use disorder service delivery system.

3. To the fullest extent that resources allow, promote the delivery of community-based services that address the specific needs of individuals, particularly those with complex needs, with a focus on service quality, accessibility, integration, and availability and on self-determination, empowerment, and recovery.

4. Support and encourage the maximum involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.

5. Establish services and linkages that promote seamless and efficient transitions of individuals between state facility and community services.

6. Promote sharing of program knowledge and skills with other partners to identify models of service delivery that have demonstrated positive outcomes for individuals receiving services.

7. Problem-solve and collaborate with state facilities on complex or difficult situations involving individuals receiving services.

8. Encourage and facilitate local interagency collaboration and cooperation to meet the other services and supports needs, including employment and stable housing, of individuals receiving services.

C. State Facilities

1. Provide psychiatric hospitalization and other services to individuals identified by CSBs as meeting statutory requirements for admission in § 37.2-817 of the Code and criteria in the Continuity of Care Procedures in the CSB Administrative Requirements, including the development of specific capabilities to meet the needs of individuals with co-occurring mental health and substance use disorders in accordance with State Board Policy 1015.

2. Within the resources available, provide residential, training, or habilitation services to individuals with developmental disabilities identified by CSBs as needing those services in a training center and who are certified for admission pursuant to § 37.2-806 of the Code.

3. To the fullest extent that resources allow, provide services that address the specific needs of individuals with a focus on service quality, accessibility, and availability and on self-determination, empowerment, and recovery.

4. Support and encourage the involvement and participation of individuals receiving services and family members of individuals receiving services in policy formulation and services planning, delivery, monitoring, and evaluation.

5. Establish services and linkages that promote seamless and efficient transitions of individuals

6. Promote sharing of program knowledge and skills with other partners to identify models of service delivery that have demonstrated positive outcomes for individuals.

7. Problem-solve and collaborate with CSBs on complex or difficult situations involving individuals receiving services.

Section 3: Vision and Core Values

The Central Office, state facilities, and CSBs share a common desire for the public system of care to excel in the delivery and seamless continuity of services to individuals receiving services and their families. While they are interdependent, each partner works independently with both shared and distinct points of accountability, such as state, local, or federal governments, other funding sources, individuals receiving services, and families. The partners embrace a common vision and core values that guide the Central Office, state facilities, and CSBs in developing and implementing policies, planning services, making decisions, providing services, and measuring the effectiveness of service delivery.

A. Vision Statement

The vision, as articulated in State Board Policy 1036, is of a system of quality recovery-oriented services and supports that respects the rights and values of individuals with mental illnesses, intellectual disability, other developmental disabilities who are eligible for or are receiving Medicaid developmental disability waiver services, or substance use disorders, is driven by individuals receiving services, and promotes self-determination, empowerment, recovery, resilience, health and overall wellness, and the highest possible level of participation by individuals receiving services in all aspects of community life, including work, school, family, and other meaningful relationships. This vision also includes the principles of inclusion, participation, and partnership.

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B. Core Values

1. Underpinning the vision are the core values of accountability, responsiveness, accessibility and localized solution meaning:
2. The Central Office, state facilities, and CSBs are working in partnership; we hold each other accountable for adhering to our core values.
3. As partners, we will focus on fostering a culture of responsiveness and striving for continuous quality improvement.
4. All services should be designed to be welcoming, accessible, and capable of providing interventions properly matched to the needs of individuals with co-occurring disorders.
5. As partners, we will make decisions and resolve problems at the level closest to the issue or situation whenever possible.

Section 4: Indicators Reflecting Core Values

The public system of care in Virginia is guided by simple, cost-effective measures reflecting the core values and expectations identified by the Central Office, state facilities, and CSBs. Subsequently, any indicators or measures should reflect the core values listed in the preceding section. The partners agree to identify, prioritize, collect, and utilize these measures as part of the quality assurance systems mentioned in Section 6 of this agreement and in the quality improvement plan described in Section 6.b of the community services performance contract.

Section 5: Advancing the Vision

The partners agree to engage in activities to advance the achievement of the Vision Statement contained in State Board Policy 1036 and Section 3 of this agreement, including these activities.

1. **Recovery:** The partners agree, to the greatest extent possible, to:
   a. provide more opportunities for individuals receiving services to be involved in decision making,
   b. increase recovery-oriented, peer-provided, and consumer-run services,
   c. educate staff and individuals receiving services about recovery, and
   d. assess and increase the recovery orientation of CSBs, the Central Office, and state hospitals.
2. **Integrated Services:** The partners agree to advance the values and principles in the Charter Agreement signed by the CSB and the Central Office and to increase effective screening and assessment of individuals for co-occurring disorders to the greatest extent possible.
3. **Person-Centered Planning:** The partners agree to promote awareness of the principles of person-centered planning, disseminate and share information about person-centered planning, and participate on work groups focused on implementing person-centered planning.

Section 6: Critical Success Factors

The partners agree to engage in activities that will address the following seven critical success factors. These critical success factors are required to transform the current service system's crisis response orientation to one that provides incentives and rewards for implementing the vision of a recovery and resilience-oriented and person-centered system of services and supports. Successful achievement of these critical success factors will require the support and collective ownership of all system stakeholders.

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1. Virginia successfully implements a recovery and resilience-oriented and person-centered system of services and supports.

2. Publicly funded services and supports that meet growing mental health, developmental, and substance use disorder services needs are available and accessible across the Commonwealth.

3. Funding incentives and practices support and sustain quality care focused on individuals receiving services and supports, promote innovation, and assure efficiency and cost effectiveness.

4. State facility and community infrastructure and technology efficiently and appropriately meet the needs of individuals receiving services and supports.

5. A competent and well-trained mental health, developmental, and substance use disorder services system workforce provides needed services and supports.

6. Effective service delivery and utilization management assures that individuals and their families receive services and supports that are appropriate to their needs.

7. Mental health, developmental, and substance use disorder services and supports meet the highest standards of quality and accountability.

Section 7: Accountability

The Central Office, state facilities, and CSBs agree that it is necessary and important to have a system of accountability. The partners also agree that any successful accountability system requires early detection with faithful, accurate, and complete reporting and review of agreed-upon accountability indicators. The partners further agree that early detection of problems and collaborative efforts to seek resolutions improve accountability. To that end, the partners commit themselves to a problem identification process defined by open sharing of performance concerns and a mutually supportive effort toward problem resolution. Technical assistance, provided in a non-punitive manner designed not to "catch" problems but to resolve them, is a key component in an effective system of accountability.

Where possible, joint work groups, representing CSBs, the Central Office, and state facilities, shall review all surveys, measures, or other requirements for relevance, cost benefit, validity, efficiency, and consistency with this statement prior to implementation and on an ongoing basis as requirements change. In areas where it has specific statutory accountability, responsibility, or authority, the Central Office will make decisions or determinations with the fullest possible participation and involvement by the other partners. In all other areas, the partners will make decisions or determinations jointly.

The partners agree that when accreditation or another publicly recognized independent review addresses an accountability issue or requirement, where possible, compliance with this outside review will constitute adherence to the accountability measure or reporting requirement. Where accountability and compliance rely on affirmations, the partners agree to make-do diligence efforts to comply fully. The Central Office reserves the powers given to the department to review and audit operations for compliance and veracity and upon cause to take actions necessary to ensure accountability and compliance.

Section 8: Involvement and Participation of Individuals Receiving Services and Their Family Members

1. **Involvement and Participation of Individuals Receiving Services and Their Family Members:** CSBs, state facilities, and the Central Office agree to take all necessary and appropriate actions in accordance with State Board Policy 1040 to actively involve and support the maximum participation of individuals receiving services and their family members in policy formulation and services planning, delivery, monitoring, and evaluation.

2. **Involvement in Individualized Services Planning and Delivery by Individuals Receiving Services and Their Family Members:** CSBs and state facilities agree to involve individuals receiving services and, with the consent of individuals where applicable, family members, authorized representatives, and significant others in their care, including the maximum degree of participation in individualized services planning and treatment decisions and activities, unless their involvement is not clinically appropriate.

3. **Language:** CSBs and state facilities agree that they will endeavor to deliver services in a manner that is understood by individuals receiving services. This involves communicating orally and in writing in the preferred languages of individuals, including Braille and American Sign Language when applicable, and at appropriate reading comprehension levels.

4. **Culturally Competent Services:** CSBs and state facilities agree that in delivering services they will endeavor to address to a reasonable extent the cultural and linguistic characteristics of the geographic areas and populations that they serve.

Section 9: Communication

CSBs, state facilities, and the Central Office agree to communicate fully with each other to the greatest extent possible. Each partner agrees to respond in a timely manner to requests for information from other partners, considering the type, amount, and availability of the information requested.

Section 10: Quality Improvement

On an ongoing basis, the partners agree to work together to identify and resolve barriers and policy and procedural issues that interfere with the most effective and efficient delivery of public mental health, developmental, and substance use disorder services.

Section 11: Reviews, Consultation, and Technical Assistance

CSBs, state facilities, and the Central Office agree, within the constraints of available resources, to participate in review, consultation, and technical assistance activities to improve the quality of services provided to individuals and to enhance the effectiveness and efficiency of their operations.

Section 12: Revision

This is a long-term agreement that should not need to be revised or amended annually. However, the partners agree that this agreement may be revised at any time with the mutual consent of the parties. When revisions become necessary, they will be developed and coordinated through the System Leadership Council. Finally, either party may terminate this agreement with six months written notice to the other party and to the System Leadership Council.

Section 13: Relationship to the Community Services Performance Contract

This partnership agreement by agreement of the parties is hereby incorporated into and made a part of the current community services performance contract by reference.

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AMENDMENT 3
AMENDED AND RESTATED FY2026 AND FY2027 COMMUNITY SERVICES PERFORMANCE CONTRACT MASTER AGREEMENT - SUPPLEMENTAL DOCUMENT
Addendum III
Contract No. P1636.CSBCode.3

Effective July 1, 2025, the contents of this Addendum shall sunset except for Appendix F: Regional Program Procedures that will be moved to Addendum I- Administrative Requirements and Processes and Procedures of the performance contract.

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COMMONWEALTH of VIRGINIA

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COMMISSIONER

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TO: All licensed Providers of Assertive Community Treatment (ACT)

FROM: Department of Behavioral Health and Developmental Services (DBHDS); Office of Adult Community Behavioral Health Services

DATE: 07/30/24

SUBJECT: Tool for Measurement of ACT (TMACT) Review Notification: TMACT Reviews Effective July 30, 2024

The purpose of this memo is to notify ACT providers of the upcoming TMACT reviews that will begin on July 30, 2024. These reviews will be conducted through DBHDS and University of North Carolina's (UNC) Institute for Best Practices. The purpose of TMACT reviews is to ensure all providers practicing ACT in Virginia are providing high quality evidenced-based treatment.

The Tool for Measurement of ACT (TMACT) is a comprehensive evaluation tool utilized to assess how well an ACT provider is implementing critical elements of Assertive Community Treatment (ACT). The TMACT utilizes a 5-point scale ranging from 1 (not implemented) to 5 (fully implemented).

Summary of TMACT Fidelity Ranges and DBHDS Expectations

TMACT Fidelity Range	Description	Post-Fidelity Evaluation Protocol
Above 4.0 (High Fidelity)	High Fidelity	1. DBHDS will report provider name, date of evaluation, fidelity score, and National Provider Identifier (NPI) to the Center for Evidence-Based Partnerships (CEP-VA) at Virginia Commonwealth University (VCU). 2. The provider will be identified on the www.ebpfinder.org as certified in the high-fidelity range. 3. DBHDS will provide a quality improvement plan in the form of a TMACT summary report and conduct a debriefing with the provider. 4. A follow-up review will be scheduled between 12-18 months following receipt of TMACT summary report.
3.4 – 4.0 (Base Fidelity)	Base Fidelity	1. DBHDS will report provider name, date of evaluation, fidelity score, and National Provider Identifier (NPI) to the Center for Evidence-Based Partnerships (CEP-VA) at Virginia Commonwealth University (VCU). 2. The provider will be identified on the www.ebpfinder.org as certified in the base fidelity range. 3. DBHDS will provide a quality improvement plan in the form of a TMACT summary report and conduct a debriefing with the provider. 4. A follow-up review will be scheduled between 12-18 months following receipt of TMACT summary report.
2.7- 3.3 (Low Fidelity) First Review	Low Fidelity	1. DBHDS will report provider name, date of evaluation, fidelity score, and National Provider Identifier (NPI) to the Center for Evidence-Based Partnerships at Virginia Commonwealth University (VCU). 2. The provider will be identified on the www.ebpfinder.org as scoring in the low fidelity range with continued certification pending results of follow up evaluation. 3. DBHDS will provide a quality improvement plan in the form of a TMACT summary report and conduct a debriefing with the provider.

		4. A follow-up review will be scheduled between 12-18 months following receipt of TMACT summary report.
2.7- 3.3 (Low Fidelity) Second/ Follow up Review	Low Fidelity	<u>If score at follow up meets or exceeds minimum base fidelity:</u> 1.DBHDS will report provider name, date of evaluation, fidelity score, and National Provider Identifier (NPI) to the Center for Evidence-Based Partnerships at Virginia Commonwealth University (VCU). 2. The provider will be identified on the www.ebpfinder.org as certified at the fidelity level that corresponds with follow up score received. 3. DBHDS will provide a quality improvement plan in the form of a TMACT summary report and conduct a debriefing with the provider. 4. A follow-up review will be scheduled between 12-18 months following receipt of TMACT summary report. <u>If the score has not reached at least minimum base fidelity:</u> 1. DBHDS will report provider name, date of evaluation, fidelity score, and National Provider Identifier (NPI) to the Center for Evidence-Based Partnerships at Virginia Commonwealth University (VCU). 2. The provider will be identified on the www.ebpfinder.org as failing to meet base fidelity. 3 DBHDS will provide a quality improvement plan in the form of a TMACT summary report and conduct a debriefing with the provider. 4. DBHDS will move to withdraw State General Funds (SGF) from low fidelity ACT team failing to reach base fidelity after second review. 5. OACBHS will complete ACT Compliance and Fidelity Protocol for referral to OL requesting progressive action be taken towards removal of ACT license
2.7 and below First	Not ACT	*ACT teams failing to reach a score of 2.7 are deemed as failing to meet TMACT standards for ACT. Teams

Review (Not ACT)		scoring in this range will not be eligible for a follow up review from DBHDS but may seek follow up from a DBHDS approved entity at their own cost. 1. DBHDS will report provider name, date of evaluation, fidelity score, and National Provider Identifier (NPI) to the Center for Evidence-Based Partnerships at Virginia Commonwealth University (VCU). 2.The provider will be identified on the www.ebpfinder.org as failing to meet ACT standards. 3. DBHDS will provide a quality improvement plan in the form of a TMACT summary report and conduct a debriefing with the provider. 4. DBHDS will move to withdraw SGF for failing to meet threshold for ACT certification at any fidelity level. 5.OACBHS will complete ACT Compliance and Fidelity Protocol for referral to OL requesting progressive action be taken towards removal of ACT license

Process for ACT Provider Selection

ACT teams will be selected for review through a random selection process and will be notified 1-2 months prior to the review date. Should ACT teams be interested in completing a TMACT review prior to selection by DBHDS, they can contact Director of UNC's Institute for Best Practices: Lorna Moser, Ph.D., or any of the following TMACT fidelity evaluators approved by DBHDS:

Additional DBHDS Approved TMACT Evaluators:

1. **UNC Institute for Best Practices Staff:**
   Lorna Moser, Steve Betuker, Chris Fournier, Stacy Smith, Kristin Lukasiewicz, -Penny Liles, Emily Clark). Contact Steve Betuker to inquire for more information.
   Email: Stephen_betuker@med.unc.edu

2. **University of Washington SPIRIT lab:** Contact Maria Monroe-DeVita to inquire for more information. Email: mmdv@uw.edu

3. **Sandra Rosenbaum School of Social Work University of Wisconsin-Madison:** Lynette M. Studer, Ph.D., MSSW, LCSW, Clinical Associate Professor. Email: lstuder@wisc.edu

4. **Minnesota ACT Provider Evaluators:**

Ramsey County Social Services: Amy Acker, MSW, LICSW, Supervisor Assertive Community Treatment (ACT) Team: 1919 University Ave #112, Saint Paul, MN 55104. Email: amy.acker@co.ramsey.mn.us

Radius Health: Julie Duncan, MA, LP, Associate Director of Clinical Services. 166 4th Street East, Suit 200 St. Paul, MN 55101. Email: julie.duncan@radiashealth.org

Radius Health: Alyssa Conducy, MSW, LICSW, Associate Director of Clinical Services: 166 4th Street East, Suite 200 St. Paul, MN 55101. Email: alyssa.conducy@radiashealth.org

Sarah Schaefer, ACT Program Manager. Email: sarahschae4@gmail.com

Training

DBHDS has contracted with UNC's Institute for Best Practices to develop and offer training, education, and case-based consultation cohort sessions for ACT providers. These didactic sessions will review role specific services including tool introduction for upcoming TMACT reviews. All ACT providers regardless of fidelity status are advised to fully engage in any and all opportunities made available. Below is the schedule for the 2024-2025 cohorts.

*Programs may also secure TTA opportunities on their own from another provider approved by DBHDS.

Virtual Cohort Meetups	**VA ACT Team Leader Cohort**
Date & Time	4th Wednesday of every other month; 3pm-4pm (2024: April 24, June 26, August 28, October 23) (2025: February 26, April 23, June 25, August 27, October 27)
Web Link	https://unc.zoom.us/j/95179974068?pwd=MUNidThYTlZrT25DbTVQdFZpVEM5UT09
Call-In:	US: +16469313860,,95179974068#,,,,*203978# or +19294362866,,95179974068#,,,,*203978#
Meeting ID and Passcode:	951 7997 4068; 203978

Virtual Cohort Meetups	**VA ACT Medical Team Cohort**
Date & Time	Quarterly, 3rd Thursday of the month (2024: August 15, December 19) (2025: April 17, August 21)

Web Link:	Link and Time TBD
Call-In:	TBD
Meeting ID and Passcode:	TBD

Virtual Cohort Meetups	**VA ACT Employment Specialist Cohort**
Date & Time	Quarterly, 1st Thursday of the month; 10am-11am (2024: May 02, August 01, November 07) (2025: February 06, May 01, August 07, October 02)
Web Link:	https://unc.zoom.us/meeting/register/tJAqdumhrzIuGNQpjP4GZF2zm4GESJGO2ktF
Call-In:	US: +13092053325,,94710919420# or +13126266799,,94710919420#
Meeting ID and Passcode:	947 1091 9420

Virtual Cohort Meetups	**VA ACT Peer Specialist Cohort**
Date & Time	Quarterly, 2nd Tuesday of the month; 1pm-2pm (2024: July 09, October 08) (2025: January 14, April 08, July 08, October 14)
Web Link:	Link: https://unc.zoom.us/meeting/register/tJUlc-GsrTwsGdaxtOiFOcPZRJyvw8dDJ4i
Call-In:	US: +13092053325,,91848437632# or +13126266799,,91848437632#
Meeting ID and Passcode:	918 4843 7632

Virtual Cohort Meetups	**VA ACT Co-Occurring Disorder Specialist Cohort**
Date & Time	Quarterly, 3rd Thursday of the month; 3pm-4pm (2024: May 16, August 15, November 21) (2025: February 20, May 15, August 21, November 20)
Web Link:	https://unc.zoom.us/j/98366368393?pwd=L1hvZ1Z2SC9JSXJScEM3b3lTRW9SQT09
Call-In:	
Meeting ID and Passcode:	

Virtual Cohort Meetups	**VA ACT Housing and Psychiatric Rehabilitation Cohort**
Date & Time	Quarterly, 1st Thursday of the month; 10am-11am (2024: August 01, December 05) (2025: April 15, August 19)

Web Link:	https://unc.zoom.us/j/98777875096?pwd=Tm5CbCt2dFE2K1F5RElNaGYzVGVIQT09
Call-In:	
Meeting ID and Passcode:	

Along with the identified cohorts for providers, ACT team leaders can participate in the quarterly meetings established through the existing ACT Team Leader meeting to support ongoing implementation and sustainability for these services. The next identified meeting is September 16, 2024, from 2pm-4pm. DMAS and DBHDS will attend these meetings and encourage feedback for ongoing process improvement.

Virtual Meeting	**ACT Team Leader Meeting**
Date & Time	Quarterly, 2pm-4pm September 16, 2024
Microsoft Link:	https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjMzNDIwOTYtMGQzNi00ZWZkLWI4OTMtODA3MGJjZTlhOTYz%40thread.v2/0?context=%7b%22Tid%22%3a%22a2f222eb-f21c-4d3b-86e5-6696641b77aa%22%2c%22Oid%22%3a%229a7bd2f6-4493-4ccc-a1d1-57fb980e80cb%22%7d

For questions, please email: rebekah.cimino@dbhds.virginia.gov

Board Agenda Item
August 26, 2025

ACTION – 2

Approval to Establish the Sleepy Hollow and Columbia Pike Residential Cut-Through Permit Zones (Mason District)

ISSUE:
Board approval to establish Residential Cut-Through Permit Zones (Permit Zones) for two eligible communities in the Mason District.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors establish the Sleepy Hollow Permit Zone and the Columbia Pike Permit Zone, encompassing two neighborhoods in the Mason District as shown on Attachments 1 and 2, under the Residential Cut-Through Permit Program.

TIMING:
Board approval is required on August 26, 2025, for establishment of the Sleepy Hollow Permit Zone and the Columbia Pike Permit Zone to become effective on September 1, 2025.

BACKGROUND:
On February 18, 2025, the Board approved a revision to *Chapter 82* (Motor Vehicles and Traffic) *of the Fairfax County Code* to add Article 4A (Residential Cut-Through Permit Zones) to establish the Residential Cut-Through Permit Program with an effective date of July 1, 2025. Chapter 82-4A provides for the issuance of permits that would allow residents of established Permit Zones to make turns into or out of their neighborhood using roads that have been restricted through the Residential Cut-Through Traffic Mitigation Program. Section 82-4A-3 of this ordinance provides that the Board may establish a Permit Zone encompassing the designated area identified by the Fairfax County Department of Transportation (FCDOT).

FCDOT staff has identified designated areas associated with two existing cut-through restrictions that were established in the 1990s in the Mason District as shown on Attachments 1 and 2. The establishment of the Sleepy Hollow Permit Zone and the Columbia Pike Permit Zone will enable residents of the designated areas to apply for and obtain vehicle permits that will allow them to make turns onto neighborhood streets with existing cut-through restrictions during the hours when turns are otherwise

restricted. Currently all vehicles, including resident vehicles, are prohibited from making turns onto restricted neighborhood streets during hours when turns are restricted and must enter the neighborhood using the alternate, unrestricted entrance to the neighborhood. Residents may continue to enter the neighborhood using the alternate, unrestricted entrance without a permit.

If establishment of Permit Zones is approved, residents of the Permit Zones will be notified by US Mail that they are eligible to apply for a permit and how applications may be submitted. At the time of application, a fee of $24 for each vehicle permit will be required. Residents will be able to apply for permits both online and in person beginning September 1, 2025.

Enforcement of the Permit Zones will be performed by Fairfax County Police in the same manner as the existing turn restrictions.

EQUITY IMPACT:
The establishment of the proposed Permit Zones affect two communities in Fairfax County with different community characteristics. The Sleepy Hollow Permit Zone is within a census tract with low vulnerability, with 87% homeowners, 19.3% cost-burdened owner homes, 35.6% severely cost-burdened renter households, and 1.9% of households with no vehicle available. The Columbia Pike Permit Zone is within a census tract with high vulnerability, with 77% homeowners, 18% cost-burdened owner homes, 32% severely cost-burdened renter households, and 20.4% of households with no vehicle available.

Residents of permit zones established under the program would benefit by having an opportunity to obtain a permit that would allow them to make an otherwise restricted turn into the neighborhood using a restricted street. Non-residents and residents without a permit would be required to enter the neighborhood using the alternate, unrestricted entrance which may be less convenient. Another equity consideration would be the cost of permits to access the permit zone. The program allows neighborhood residents who can pay the permit fee to access their neighborhood at the restricted entrance while those unable to pay would not have the same access.

Because this program is new for Fairfax County, there is currently no data available to make an equity determination for impact. Additionally, because this program has the potential to provide both benefits and drawbacks, it is challenging to assign a definitive positive or negative equity impact to the changes provided by establishment of Permit Zones.

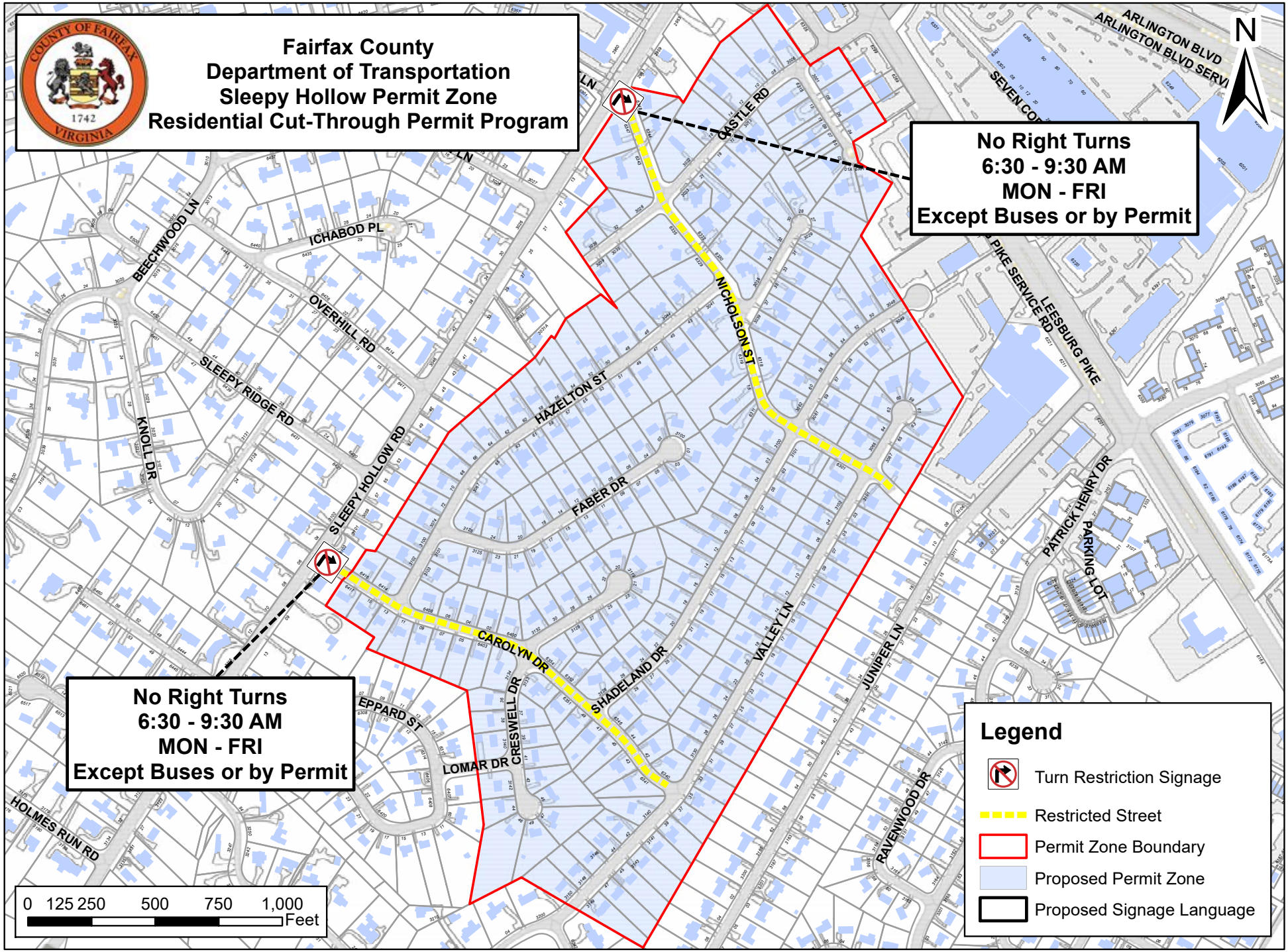
Board Agenda Item
August 26, 2025

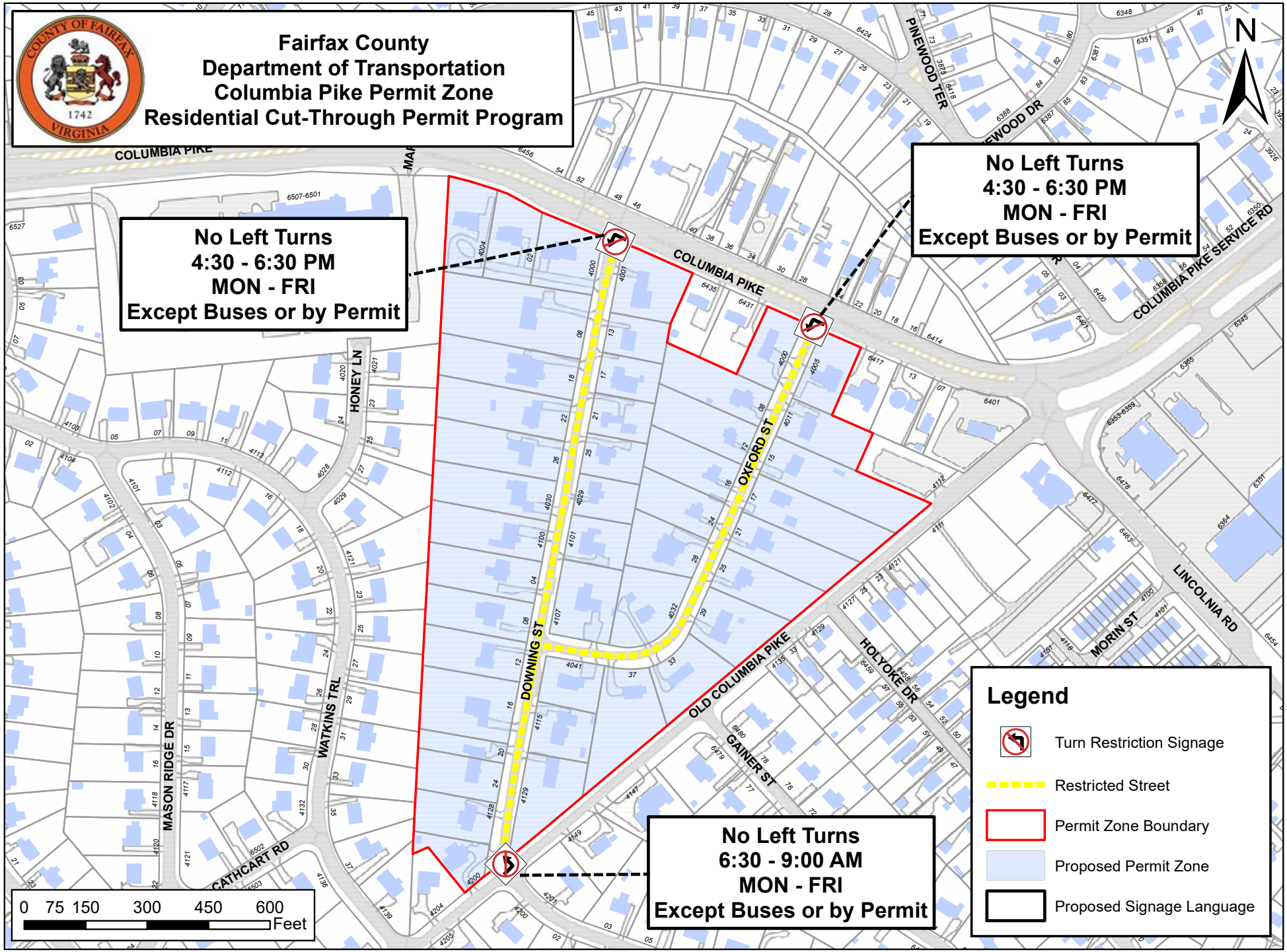
FISCAL IMPACT:
Funding of approximately $2,135 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Sleepy Hollow Permit Zone
Attachment 2 – Proposed Columbia Pike Permit Zone

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Mena Nakhla, Equity Manager, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects, and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney


Fairfax County
Department of Transportation
Sleepy Hollow Permit Zone
Residential Cut-Through Permit Program
No Right Turns
6:30 - 9:30 AM
MON - FRI
Except Buses or by Permit
No Right Turns
6:30 - 9:30 AM
MON - FRI
Except Buses or by Permit
N
ARLINGTON BLVD
ARLINGTON BLVD SERVI
SEVEN COR
CASTLE RD
NICHOLSON ST
HAZELTON ST
FABER DR
CAROLYN DR
SHADELAND DR
VALLEY LN
JUNIPER LN
RAVENWOOD DR
LEESBURG PIKE
PIKE SERVICE RD
PATRICK HENRY DR
PARKING LOT
BEECHWOOD LN
ICHABOD PL
OVERHILL RD
SLEEPY RIDGE RD
KNOLL DR
SLEEPY HOLLOW RD
EPPARD ST
LOMAR DR
CRESWELL DR
HOLMES RUN RD
0 125 250 500 750 1,000
Feet
Legend
Turn Restriction Signage
Restricted Street
Permit Zone Boundary
Proposed Permit Zone
Proposed Signage Language


Fairfax County
Department of Transportation
Columbia Pike Permit Zone
Residential Cut-Through Permit Program
No Left Turns
4:30 - 6:30 PM
MON - FRI
Except Buses or by Permit
No Left Turns
4:30 - 6:30 PM
MON - FRI
Except Buses or by Permit
No Left Turns
6:30 - 9:00 AM
MON - FRI
Except Buses or by Permit
COLUMBIA PIKE
COLUMBIA PIKE SERVICE RD
OLD COLUMBIA PIKE
HONEY LN
OXFORD ST
DOWNING ST
WATKINS TRL
MASON RIDGE DR
CATHCART RD
PINEWOOD TER
HOLYOKE DR
GAINER ST
MORIN ST
LINCOLNIA RD
N
0 75 150 300 450 600 Feet
Legend
Turn Restriction Signage
Restricted Street
Permit Zone Boundary
Proposed Permit Zone
Proposed Signage Language

Board Agenda Item
August 26, 2025

ACTION – 3

Endorsement of Design Plans for the Braddock Road Multimodal Improvements Project (Braddock and Mason Districts)

ISSUE:
Board of Supervisors' (Board) endorsement of the Virginia Department of Transportation (VDOT) Design Public Hearing plans for the Braddock Road Multimodal Improvements Project. The project will relieve congestion, improve transit reliability, and improve pedestrian and bicycle safety and mobility.

RECOMMENDATION:
The County Executive recommends that the Board endorse the design plans for the Braddock Road Multimodal Improvements Project administered by VDOT, as generally presented at the June 2, 2025, Design Public Hearing (the public hearing brochure is included as Attachment 1). The County Executive also recommends that the Board authorize the Director of the Fairfax County Department of Transportation (FCDOT) to transmit the Board's endorsement to VDOT (Attachment 2).

TIMING:
Board approval is requested on August 26, 2025, to allow VDOT to proceed with final design as soon as possible.

BACKGROUND:
This project will provide multimodal and access management improvements along a three-mile segment of Braddock Road (Route 620) between Humphries Drive in Burke and Ravensworth Road (Route 2864) in Annandale. The project includes improvements to the eastbound and westbound Braddock Road ramps to southbound I-495 (Capital Beltway Outer Loop), as well as half a mile of Ravensworth Road between Braddock Road and Heritage Drive.

The proposed improvements will enhance multimodal safety, mobility and accessibility for all users through intersection enhancements (including at Rolling Road, Wakefield Chapel Road/Danbury Forest Drive and Burke Lake Road), and the installation of new and upgraded shared-use paths along both sides of Braddock Road. This project also involves changes in the limited access control boundary for I-495.

The project is split into two phases, with Phase 1 being fully funded and Phase 2 still requiring additional funding (more information is included in the Fiscal Impact section). The design endorsement, however, is for both phases.

Public Comment Period

Comments on the proposed project were collected from May 2, 2025, to June 20, 2025, to generally understand potential positive and negative feedback regarding the proposed improvements. In accordance with the Code of the Commonwealth of Virginia and the policies of the Commonwealth Transportation Board, a Design Public Hearing was held on Monday, June 2, 2025, at Lake Braddock Secondary School (9200 Burke Lake Road, Burke, Virginia) to collect public comments. Approximately 300 people attended the Design Public Hearing. Comments received prior to and on the day of the hearing included 19 emailed comments, 12 paper comment forms, and 16 verbal comments, for a total of 47 comments. An additional 59 comments were submitted via email or comment forms (mailed or electronic) during the comment period following the public hearing. In total, 106 comments were received, some of which were submitted by individuals who provided multiple comments.

Commenters that supported the project noted support for the shared-use paths on both sides of Braddock Road and the additional crossings at signalized intersections. The main areas of concern from the commenters that did not support the project included issues with shared-use paths in general (or on both sides of the road), tree loss, concern that proposed stormwater facilities will decrease property values, and concern that the proposed operational improvements will make conditions worse, especially at Burke Lake Road and Braddock Road, and at Ravensworth Road and Braddock Road.

Project Schedule

The anticipated project development and delivery schedule consists of two phases: Phase 1 includes Braddock Road from Southampton Drive to Ravensworth Road and Ravensworth Road from Braddock Road to Heritage Drive. The right-of-way acquisition/utility relocation for this phase will begin in Fall 2027. Construction will begin in Fall 2030. Phase 2 includes Braddock Road between Humphries Drive and Southampton Drive, and its schedule will be determined as additional funding becomes available.

EQUITY IMPACT:

This project has the potential to advance equity by expanding access to efficient and diverse transportation options. County residents will benefit from improved connections to key destinations, including employment centers, grocery stores, and medical facilities. By enhancing mobility and reducing barriers to essential services, the project

supports the goals outlined in the One Fairfax policy – particularly those related to economic growth, public health, congestion mitigation, and equitable prosperity.

The project area encompasses communities with varying levels of vulnerability, ranging from low to high, as identified by the Vulnerability Index. Recognizing this, FCDOT and VDOT have prioritized inclusive engagement throughout the planning process. Staff have conducted public meetings and presented project information to various civic associations. Continued outreach efforts will ensure diverse community voices are included in shaping the project, with future engagement opportunities structured to address the concerns and needs of all residents, particularly those in historically underserved areas.

FISCAL IMPACT:
There is no fiscal impact associated with this Board item. The project cost is estimated to be $90 million for Phase 1 and $99 million for Phase 2. Phase 1 is fully funded, but Phase 2 is not funded beyond design approval. FCDOT will continue to seek funding for Phase 2 from multiple sources.

ENCLOSED DOCUMENTS:
Attachment 1: June 2, 2025, Design Public Hearing Brochure
Attachment 2: Letter for Transmitting Board Endorsement of the Braddock Road Multimodal Improvements Project Design Plans

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Martha Coello, Deputy Director, FCDOT
Eric M. Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Michael J. Guarino, Chief, Capital Projects Section (CPS), FCDOT
Tad Borkowski, Transportation Planner IV, CPS, FCDOT
Dan Stevens, Transportation Planner III, CPS, FCDOT

VDOT Virginia Department of Transportation

www.VirginiaDOT.org

Design Public Hearing

Braddock Road Multimodal Improvements

Fairfax County

Monday, June 2, 2025
6:30 p.m. to 8:30 p.m.
Lake Braddock Secondary School
9200 Burke Lake Road, Burke, VA 22015

Design Public Hearing

Welcome to the Virginia Department of Transportation's (VDOT) design public hearing on proposed improvements along Braddock Road (Route 620) and Ravensworth Road. We look forward to your active participation.

This design public hearing is being held to provide an opportunity for citizens and organizations to give VDOT comments and/or suggestions on the proposed project.

VDOT strives to ensure that all members of the community have the opportunity to participate in public decisions on transportation projects and programs affecting them.

VDOT representatives are present to discuss the project and answer your questions. A comment sheet is included in this brochure and your input is encouraged. All written comments received on this project will be reviewed by the design team.

Project Overview



Purpose:
Relieve congestion, improve transit reliability, and improve safety, especially with regard to expected future conditions

Project Length:
Three miles of Braddock Road between Humphries Drive and Ravensworth Road and a half-mile of Ravensworth Road between Braddock Road and Heritage Drive

Improvements:
Shared-use paths (for bicyclists and pedestrians) on both sides of Braddock Road, extended shared-use path along west side of Ravensworth Road to Heritage Drive; enhanced transit accessibility; access management improvements along Braddock Road, Rolling Road, and Burke Lake Road; and intersection improvements at critical locations shown on the map above.

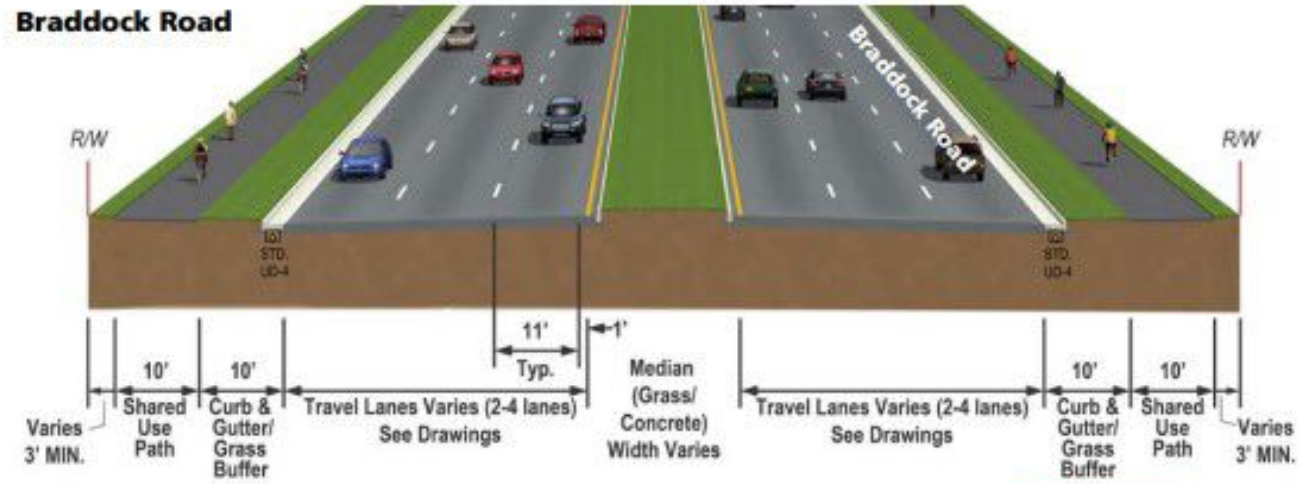
State Project Numbers: 0620-029-448, P101, P102; 0620-029-548, P101, R201, C501, B602 | UPCs 114627, 119477
Federal Project Numbers: STP-5B01(123), STP-5B01(613), STP-5B01(520), STP-5B01(521)

Project Description

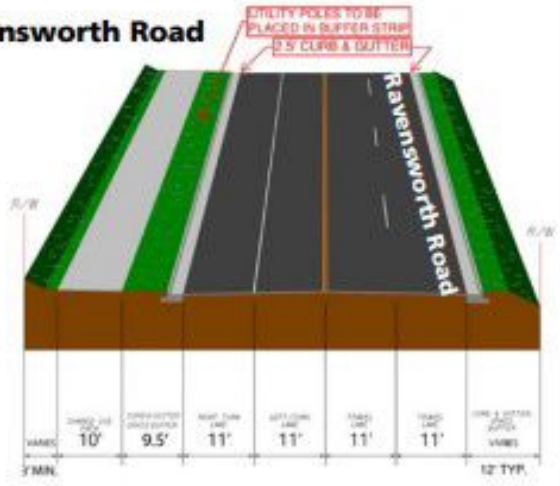
This project includes multimodal and access management improvements along three miles of Braddock Road (Route 620) between Humphries Drive in Burke and Ravensworth Road (Route 2864) in Annandale, including the eastbound and westbound Braddock Road ramps to southbound I-495 (Capital Beltway Outer Loop), and half a mile of Ravensworth Road between Braddock Road and Heritage Drive.

The proposed improvements aim to improve multimodal safety, mobility and accessibility for all users with intersection enhancements, including at Rolling Road, Wakefield Chapel Road/Danbury Forest Drive and Burke Lake Road. The improvements also include new and upgraded shared-use paths along both sides of Braddock Road. This project will involve changes in limited access control.

Project Graphics







Improvements along the Braddock Road corridor, per the 2018 study recommendations, include:

- No widening of Braddock Road
- Shared-use paths (for bicyclists and pedestrians) on both sides
- Enhanced transit accessibility
- Access management improvements
- Intersection improvements at critical locations

Improvements along Ravensworth Road include:

- Extended turn lanes
- Shared-use path along the northwest side

Improvements along Rolling Road include:

- Fewer conflict points
- Access management improvements
- Northbound right-turn lane onto Braddock Road

Estimated Project Cost

Estimated project costs will continue to be developed as the proposed improvements and final design are refined.

The project is funded from Humphries Drive to Ravensworth Road through Design Approval, approximately 40% design.

- Phase 1 is fully funded through Construction using state and local funds.
- Phase 2 is not funded beyond Design Approval.
- Information is tentative and subject to change as design progresses

The project is financed with federal, state (including SMART SCALE), and local funding.

Civil Rights

VDOT ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VII of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact VDOT's Civil Rights Division at 703-259- 1775 or TTY/TDD 711.

Anticipated Schedule

Design Public Hearing
June 2, 2025

Comment Period Ends
June 16, 2025

Design Approval
Late 2025

This project will be constructed using a phased approach based on funding availability.

Phase 1: Braddock Road from Southampton Drive to Ravensworth Road; Ravensworth Road from Braddock Road to Heritage Drive:

- Begin Right-of-way Acquisition/Utility Relocation: **Fall 2027**
- Begin Construction: **Fall 2030**

Phase 2: Braddock Road between Humphries Drive and Southampton Drive:

- **To be determined as additional funding becomes available**

Right of Way

Preliminary right-of-way impacts presented on the displays are conceptual in nature and may change as the design is refined. The property owners will be informed of the exact location of the easements during the right-of-way acquisition process and prior to construction.

Information about right-of-way purchase is discussed in VDOT's brochure, "Right-of-Way and Utilities: Guide for Property Owners and Tenants." Copies of this brochure are available here from VDOT personnel. After this meeting, information regarding right of way may be obtained from the right-of-way contact listed on the back of this brochure.

Environmental Review

In cooperation with the Federal Highway Administration (FHWA) and in accordance with the National Environmental Policy Act (NEPA) and 23 CFR 771, VDOT initiated an environmental study to evaluate potential impacts from the project to socio-economic, natural, and historic resources.

VDOT is coordinating with the appropriate federal, state, and local agencies as part of the environmental review and approval process required during project design development. The project qualifies for a Categorical Exclusion (CE) due to limited impacts under 23 CFR 771.117. Preparation of a NEPA CE document is underway.

Get Involved

VDOT representatives will review and evaluate information received as a result of this Design Public Hearing. Please fill out the comment sheet provided in this brochure if you have any comments or questions. You may leave the sheet or any other written comments in the comment box, or mail/email your comments.

Comments must be postmarked, emailed, or delivered to VDOT by **June 16, 2025.**

Mail comments to Yuliya Esmond, P.E., at the address below or email **meetingcomments@vdot.virginia.gov.** Please include "Braddock Road Multimodal Improvements" in the subject line.

Project information shared at this meeting will be available online at **www.virginiadot.org/BraddockMultimodal** and at VDOT's Northern Virginia Office.

Contact Information

Primary Contact: **Yuliya Esmond** yuliya.esmond@vdot.virginia.gov	Location & Design	4975 Alliance Drive Fairfax, VA 22030	703-259-2299
Minwoo Ha, P.E. minwoo.ha@vdot.virginia.gov	Preliminary Engineering	4975 Alliance Drive Fairfax, VA 22030	703-259-2207
James Pullin jim.pullin@vdot.virginia.gov	Right of Way & Utilities	4975 Alliance Drive Fairfax, VA 22030	703-638-8566
Steve Varner steven.varner@vdot.virginia.gov	Environmental	4975 Alliance Drive Fairfax, VA 22030	703-259-2424

TTY/TDD Dial 711

VDOT Virginia Department of Transportation

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County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

August 26, 2025

Mr. William Cuttler, P.E., District Engineer
Virginia Department of Transportation
Northern Virginia District
4975 Alliance Drive
Fairfax, Virginia 22030

Subject: Board of Supervisors Endorsement of Braddock Road Multimodal Improvements Project Design Plans, UPC 114627

Dear Mr. Cuttler:

On August 26, 2025, the Fairfax County Board of Supervisors endorsed the design plans for the Braddock Road Multimodal Improvements Project, as generally presented at a design public hearing on June 2, 2025. This project will provide multimodal and access management improvements along a three-mile segment of Braddock Road (Route 620) between Humphries Drive in Burke and Ravensworth Road (Route 2864) in Annandale. The project includes improvements to the eastbound and westbound Braddock Road ramps to southbound I-495 (Capital Beltway Outer Loop), as well as half a mile of Ravensworth Road between Braddock Road and Heritage Drive. The proposed improvements will enhance multimodal safety, mobility and accessibility for all users through intersection enhancements, including at Rolling Road, Wakefield Chapel Road/Danbury Forest Drive and Burke Lake Road, and the installation of new and upgraded shared-use paths along both sides of Braddock Road. This project also involves changes in the limited access control boundary for I-495.

Please call Dan Stevens at (703) 877-5670, or me at (703) 877-5675, if you have any questions or need additional information. Thank you for your assistance with this important project.

Sincerely,

Gregg L. Steverson, P.E., PTOE
Director

Cc: Martha Coello, Deputy Director, FCDOT
Eric M. Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/transportation

Board Agenda Item
August 26, 2025

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).

1. *Nechelle Lemagne, Administrator of the Estate of the late Brandon Lemagne v. Kenyatta Momon, Kevin Davis, Bryan Hill, Fairfax County, VA, and Fairfax County Board of Supervisors,* Case No. 1:25-cv-783 (E.D. Va.)

2. *Anthony Lamont Gardner, Jr. v. Kenyatta Momon, Thomas Armel, Kevin Davis, Fairfax County Police Department, and County of Fairfax*, Case No. 24-1424 (U.S. Ct. of App. for the Fourth Cir.)

3. *Edward M. Williams v. Fairfax County*, Case No. 24-1636 (U.S. Ct. of App. for the Fourth Cir.)

4. *Maxwell Hollis v. Schaefer Pyrotechnics, Inc., Kimmel R. Schaefer, Town of Vienna, Catherine L. Corona Salgado, Timothy J. Miscovich, Keith H. Johnson, and Jeffrey Thomas*; Case No. CL-2023-0012002 (Fx. Co. Cir. Ct.)

5. *State Farm Mutual Automobile Insurance Company as Subrogee of Arlen Meyers v. Matthew Carr,* Case No. GV25-020965 (Fx. Co. Gen. Dist. Ct.)

6. *Tenisha L. Carter v. Jeffrey Johnson*, Case No. GV24-030145 (Fx. Co. Gen. Dist. Ct.)

7. *State Farm Mutual Automobile Insurance Company, as subrogee of Linda Manning v. Joey Leong Chun Phoon*, Case No. GV25-013067 (Fx. Co. Gen. Dist. Ct.)

8. *Jon Larranaga v. County of Fairfax, Virginia*, Case No. GV25-017758 (Fx. Co. Gen. Dist. Ct.)

9. *Richard Boateng v. Fairfax County*, Case No. GV25-019186 (Fx. Co. Gen. Dist. Ct.)

10. *Christine Chen Zinner, Kurt Iselt, Sarah Ellis, Lillian Whitesell v. Washington Gas Light Company,* Record No. 1941-23-4 (Va. Ct. of App.); *Washington Gas Light Company v. Christine Chen Zinner; Kurt Iselt; Sarah Ellis; Lillian Whitesell; Board of Supervisors of Fairfax County Virginia; Board of Zoning Appeals of Fairfax County Virginia*, Record No. 1962-23-24 (Va. Ct. of App.)

11. *Justin Sand and Liviya Piccione-Sand v. Fairfax County Wetlands Board, Fairfax County Department of Planning and Development, and Board of Supervisors of Fairfax County*, Case No. CL-2024-0008317 (Fx. Co. Cir. Ct.) (Mount Vernon District)

12. *Fairfax County Wetlands Board v. Justin Sand and Liviya Piccione-Sand, and Shoreline Service and Design, LLC*, Case No. CL-2025-0000181 (Fx. Co. Cir. Ct.) (Mount Vernon District)

13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Narangerel Chuluun and Hung Jin Yu,* Case No. GV25-13019 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Judith L. Gomez,* Case No. GV25-13025 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

15. *Jay Riat, Fairfax County Building Official and Leslie B. Johnson, Fairfax County Zoning Administrator v. Wilfredo S. Morales,* Case No. CL-2023-0003630 (Fx. Co. Cir. Ct.) (Franconia District)

16. *Jay Riat, Fairfax County Building Official and Leslie B. Johnson, Fairfax County Zoning Administrator v. Santos Calixto Dheming and Marisa E. Dheming,* Case No. CL-2025-0009486 (Fx. Co. Cir. Ct.) (Franconia District)

17. *Jay Riat, Building Official for Fairfax County, Virginia v. Jose Avila,* Case No. GV24-014966 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

18. *Jay Riat, Building Official for Fairfax County, Virginia v. Hometown Audubon, LLC,* Case No. GV24-014364 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

19. *Jay Riat, Building Official for Fairfax County, Virginia v. Elizabeth Carranza Gochez and Jose Gochez,* Case No. GV24-029648 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

20. *Jay Riat, Building Official for Fairfax County, Virginia v. Mebrat T. Getahun,* Case No. GV25-014903 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

21. *Jay Riat, Fairfax County Building Official v. Long Duc Bao Nguyen,* Case No. GV25-017873 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

22. *Jay Riat, Fairfax County Building Official v. Tan V. Nguyen, Thu Ba Le, and Hiep V. Le,* Case No. GV25-021321 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

23. *Jay Riat, Fairfax County Building Official v. Moustafa M. Osman,* Case No. GV25-021320 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

24. *Jay Riat, Fairfax County Building Official v. Fredys Sauceda and Hometown Audubon, LLC,* Case No. GV25-021511 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

25. *Jay Riat, Fairfax County Building Official v. Sergio Rojo, Ingrid Velasquez Soto, and Hometown Audubon, LLC,* Case No. GV25-021515 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

26. *Jay Riat, Building Official for Fairfax County, Virginia v. Milton Zamora, Yudis Henriquez, and Hometown Audubon, LLC,* Case No. GV25-021512 (Fx. Co. Gen. Dist. Ct.) (Franconia District)

27. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Mary D. Coombe,* Case No. CL-2025-0007115 (Fx. Co. Cir. Ct.) (Hunter Mill District)

28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Ali Hassani,* Case No. CL-2025-0009912 (Fx. Co. Cir. Ct.) (Hunter Mill District)

29. *Jay Riat, Building Official for Fairfax County, Virginia v. Sunrise of Vienna Propco, LLC,* Case No. CL-2025-0010064 (Fx. Co. Cir. Ct.) (Hunter Mill District)

30. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. George M. Grena and Martha A. Grena,* Case No. GV25-017879 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

31. *Jay Riat, Building Official for Fairfax County, Virginia v. Jamil Amdel Aziz,* Case No. GV24-018073 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

32. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jay Riat, Building Official for Fairfax County, Virgina v. Akhtar Baig,* Case No. CL-2022-0015920 (Fx. Co. Cir. Ct.) (Mason District)

33. *Jay Riat, Building Official for Fairfax County, Virginia v. Robert P. Beck,* Case No. CL-2023-0005490 (Fx. Co. Cir. Ct.) (Mason District)

34. *Jay Riat, Building Official for Fairfax County, Virginia v. Jouhad Boutros Dagher,* Case No. CL-2025-0008988 (Fx. Co. Cir. Ct.) (Mason District)

35. *Jay Riat, Building Official for Fairfax County, Virginia v. International Sangha Buddhist Congregation, Inc.,* Case No. CL-2025-0010846 (Fx. Co. Cir. Ct.) (Mason District)

36. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Henry A. Novak,* Case No. CL-2025-0011235 (Fx. Co. Cir. Ct.) (Mason District)

37. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Henry A. Novak,* Case No. CL-2025-0011236 (Fx. Co. Cir. Ct.) (Mason District)

38. *Jay Riat, Building Official for Fairfax County, Virginia v. Double Lee Corporation,* Case No. GV24-028980 (Fx. Co. Gen. Dist. Ct.) (Mason District)

39. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Henry A. Novak,* Case No. GV25-02471 (Fx. Co. Gen. Dist. Ct.) (Mason District)

40. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Henry A. Novak,* Case No. GV25-02468 (Fx. Co. Gen. Dist. Ct.) (Mason District)

41. *Jay Riat, Building Official for Fairfax County, Virginia v. Amilcar Antonio Coreas and Marlin M. Coreas,* Case No. GV25-007300 (Fx. Co. Gen. Dist. Ct.) (Mason District)

42. *Jay Riat, Building Official for Fairfax County, Virginia v. Erwin Chavez and Mercedes Chavez,* Case No. GV25-009698 (Fx. Co. Gen. Dist. Ct.) (Mason District)

43. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Thanh H. Nguyen and Xuan T. Nguyen,* Case No. GV25-014904 (Fx. Co. Gen. Dist. Ct.) (Mason District)

44. *Jay Riat, Building Official for Fairfax County, Virginia v. Thanh H. Nguyen and Xuan T. Nguyen,* Case No. GV25-014905 (Fx. Co. Gen. Dist. Ct.) (Mason District)

45. *Jay Riat, Building Official for Fairfax County, Virginia v. Brasil J. Perez, Vivian C. Mercado De Perez, and Viviana Sandoval,* Case No. GV25-014994 (Fx. Co. Gen. Dist. Ct.) (Mason District)

46. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Charles G. Abernathy and Betsy Abernathy,* Case No. GV25-021319 (Fx. Co. Gen. Dist. Ct.) (Mason District)

47. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Skyline Legacy, LLC,* Case No. GV25-021630 (Fx. Co. Gen. Dist. Ct.) (Mason District)

48. *Jay Riat, Building Official for Fairfax County, Virginia v. L&T Food Distributor, Inc., and My Vo Management, LLC,* Case No. CL-2025-0010933 (Fx. Co. Cir. Ct.) (Mount Vernon District)

49. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jay Riat, building Official for Fairfax County, Virginia v. Chad West Harris,* Case No. CL-2024-0013079 (Fx. Co. Cir. Ct.) (Mount Vernon District)

50. *Jay Riat, Building Official for Fairfax County, Virginia v. B9 Sequoia NVIP Owner, LLC*, Case No. CL-2025-0010307 (Fx. Co. Cir. Ct.) (Mount Vernon District)

51. *Jay Riat, Building Official for Fairfax County, Virginia v. L&T Food Distributor, Inc., and My Vo Management, LLC*, Case No. GV24-013660 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

52. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sandra Enoch,* Case No. GV25-017875 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

53. *Jay Riat, Building Official for Fairfax County, Virginia v. Sandra Enoch,* Case No. GV25-017870 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

54. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Sandra Enoch,* Case No. GV25-017876 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

55. *Jay Riat, Building Official for Fairfax County, Virginia v. Vijay Shekhar Mehta and Caitlin Marie Cain,* Case No. GV25-017868 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

56. *Jay Riat, Building Official for Fairfax County, Virginia v. Hao Ngoc Nguyen and Ana Thi Nguyen,* Case No. CL-2022-0006184 (Fx. Co. Cir. Ct.) (Providence District)

57. *Jay Riat, Building Official for Fairfax County, Virginia v. Sidney J. Silver, Trustee of the Special GST Exemption Trust for the Benefit of Ananda Moorman,* Case No. CL-2025-0008987 (Fx. Co. Cir. Ct.) (Providence District)

58. *Jay Riat, Building Official for Fairfax County, Virginia v. Milestone Properties in Fairfax, LLC,* Case No. CL-2025-0010466 (Fx. Co. Cir. Ct.) (Providence District)

59. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Muhammad Nzir Rostom and Michelle Lynn Rostom,* Case No. CL-2025-0011624 (Fx. Co. Cir. Ct.) (Providence District)

60. *Jay Riat, Building Official for Fairfax County, Virginia v. Robert Thompson and Laiping Fong,* Case No. GV25-005851 (Fx. Co. Gen. Dist. Ct.) (Providence District)

61. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Philip S. Smith,* Case No. GV25-016321 (Fx. Co. Gen. Dist. Ct.) (Providence District)

62. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Hooshang Roohani,* Case No. GV25-017386 (Fx. Co. Gen. Dist. Ct.) (Providence District)

63. *Jay Riat, Building Official for Fairfax County, Virginia v. Hooshang Roohani,* Case No. GV25-017412 (Fx. Co. Gen. Dist. Ct.) (Providence District)

64. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Hooshang Roohani,* Case No. GV25-017413 (Fx. Co. Gen. Dist. Ct.) (Providence District)

65. *Jay Riat, Building Official for Fairfax County, Virginia v. Agatha V. Williams,* Case No. CL-2022-0000143 (Fx. Co. Cir. Ct.) (Springfield District)

66. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia and Leslie B. Johnson, Fairfax County Zoning Administrator v. Jennifer Souders Mayer, Gregory S. Souders, and Mildred K. Souders,* Case No. CL-2021-0013670 (Fx. Co. Cir. Ct.) (Springfield District)

67. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mecimore Living Trust,* Case No. CL-2025-0006904 (Fx. Co. Cir. Ct.) (Springfield District)

68. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Yvonne D. Bracaloni and Doris H. Stickney,* Case No. CL-2025-0008339 (Fx. Co. Cir. Ct.) (Springfield District)

69. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Shaghayegh Noorishad,* Case No. CL-2024-0016242 (Fx. Co. Cir. Ct.) (Springfield District)

70. *Jay Riat, Building Official for Fairfax County, Virginia v. Maysa K. Moulhem,* Case No. GV25-007268 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

71. *Jay Riat, Building Official for Fairfax County, Virginia v. Saundria D. Robinson, Isaiah K. T. Harris, Andrea L. R. Harris, Shamiel Q. D. Harris, and Charles H. Trammell, III,* Case No. CL-2025-0004728 (Fx. Co. Cir. Ct.) (Sully District)

72. *Board of Supervisors of Fairfax County Virginia v. Aznita Neri, d/b/a Nita Neri*, Case No. GV23-017197 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

73. *Board of Supervisors of Fairfax County Virginia v. Fass Results Group*, Case No. GV23-017276 (Fx. Co. Gen. Dist. Ct.) (Dranesville and Franconia District)

74. *Board of Supervisors of Fairfax County Virginia v. Innovation LLC, d/b/a Mosquito Shield of Northern Virginia*, Case No. GV24-007536 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

75. *Board of Supervisors of Fairfax County Virginia v. Bukolt Brothers Building, LLC, d/b/a The Brothers That Just Do Gutters*, Case No. GV24-007320 (Fx. Co. Gen. Dist. Ct.) (Dranesville, Mason, and Providence District)

76. *Board of Supervisors of Fairfax County Virginia v. Absolute Tree, Inc.*, Case No. GV23-017202 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

77. *Board of Supervisors of Fairfax County Virginia v. Valor Homes Inc.*, Case No. GV23-022038 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

78. *Board of Supervisors of Fairfax County Virginia v. Tobacco & Vape Palace 2*, Case No. GV24-006198 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

79. *Board of Supervisors of Fairfax County Virginia v. Damon Nicholas*, Case No. GV24-005779 (Fx. Co. Gen. Dist. Ct.) (Sully District)

Board Agenda Item
August 26, 2025

3:30 p.m.

Public Hearing on PCA 2016-HM-035-03/CDPA 2016-HM-035-03 (RZPA 2024-HM-00052) (Comstock Reston Station Holdings, LC) to Amend the Proffers and Conceptual Development Plan for RZ 2016-HM-035, Previously Approved for a Mixed Use Development, to Permit an Elevated Pedestrian Bridge and Associated Modifications to Proffers and Site Design with no Change to the Approved Density, Located on Approximately 7.64 Acres of Land (Hunter Mill District)

This property is located on the N. side of Reston Station Blvd., W. side of Wiehle Ave. and S. side of Sunset Hills Rd.

PLANNING COMMISSION RECOMMENDATION:
On July 9, 2025, the Planning Commission voted 11-0 (Commissioner Hancock was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of PCA/CDPA-2016-HM-035-03, subject to the execution of proffers consistent with those dated June 17, 2025;

- Modification of subsection 2105.4.C(1)(a)1 of the Zoning Ordinance to permit the gross floor area of residential uses to exceed 50 percent of the gross floor area of principal uses (office) in the PDC district for PCA/CDPA/FDPA-2016-HM-035-03;

- Modification of subsection 5100.2.D(4)(c) of the Zoning Ordinance on the Use Limitations on Corner Lots to permit the proposed buildings, landscaping, and sign locations within sight triangles formed by streets along the corner lot as shown on the CDPA/FDPA and as proffered;

- Modification of subsection 5108.5.B and 5108.5.C of the Zoning Ordinance of the transitional screening and barrier requirements in favor of that shown on the CDPA/FDPA;

- Modification of subsection 6101 of the Zoning Ordinance to allow a reduction of loading spaces required in the favor of the spaces shown on the CDPA/FDPA; and

- Modification of subsection 8100.7.E(4) of the Zoning Ordinance for the widening of Sunset Hills Road in favor of that shown on the CDPA/FDPA and as proffered.

In a related action, the Planning Commission voted 11-0 (Commissioner Hancock was absent from the meeting) to approve FDPA-2016-HM-035-03.

ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Karen Yee, Planner, ZED, DPD

Board Agenda Item
August 26, 2025

3:30 p.m.

Public Hearing on PCA 2016-HM-024 (RZPA 2025-HM-00001) (CRS MIDLINE I, LC) to Amend the Proffers for RZ 2016-HM-024 Previously Approved for a Mixed Use Development to Permit an Option for Age-Restricted Dwelling Units in Building A1 with no Change to the Approved Density, Located on Approximately 4.22 Acres of Land (Hunter Mill District)

This property is located on the E. side of Wiehle Ave., N. of Reston Station Blvd. and S. of Sunset Hills Rd.

PLANNING COMMISSION RECOMMENDATION:
On July 9, 2025, the Planning Commission voted 10-0-1 (Commissioner Hancock was absent from the meeting. Commissioner Batchelor-Causey abstained from the vote) to recommend to the Board of Supervisors the following actions:

- Approval of PCA-2016-HM-024, subject to the execution of proffers consistent with those dated July 8, 2025;

- Reaffirmation of a waiver of subsection 2105.5.B(2) of the Zoning Ordinance for the 200-square-foot privacy yard requirement for each single family attached dwelling unit;

- Reaffirmation of a modification of subsection 5100.2.D(8) of the Zoning Ordinance on the minimum distances between residential and commercial buildings and the Dulles International Airport Access Highway and Dulles Toll Road right-of-way from 200 feet from residential buildings and 75 feet for office buildings to 70 feet and 10 feet respectively;

- Reaffirmation of a waiver of subsection 5107.3 of the Zoning Ordinance for private streets in a residential development to exceed 600 feet in length;

- Reaffirmation of a modification of subsection 5108.5 of the Zoning Ordinance for the transitional screening and barrier requirements to that shown on the CDP/FDP; and

- Reaffirmation of a modification of subsection 6101.3 of the Zoning Ordinance for the loading space requirements to that shown on the CDP/FDP.

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ENCLOSED DOCUMENTS:
Additional information available online at:
https://www.fairfaxcounty.gov/planning-development/board-packages

Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

STAFF:
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)
Sunny Yang, Planner, ZED, DPD

Board Agenda Item
August 26, 2025

3:30 p.m.

Public Hearing on Proposed Plan Amendment 2024-I-1J (7426 Idylwood Road), (Providence District) (Concurrent with RZ 2019-PR-008)

and

Public Hearing on RZ 2019-PR-008 (SPLC Homes Associates LLC) to Rezone from the R-1 (Residential, One Dwelling Unit Per Acre) and Highway Corridor Overlay Districts (HC) to the PDH-8 (Planned Development Housing, 8 Dwelling Units Per Acre) and HC Districts. The Proposed Rezoning Would Permit the Development of up to 71 Single Family Attached Units with An Existing Religious Assembly with Child Care Center (Concurrent with Plan Amendment 2024-I-1J)

This property is located at 7401, 7407 and 7413 Leesburg Pike and 7426 Idylwood Road on Tax Map Parcels 40-3 ((1)) 6, 7, 7A, and 9.

ISSUE:
Plan Amendment 2024-I-1J proposes to amend the Comprehensive Plan recommendations for the Jefferson Planning District, J10 – Jefferson North Community Planning Sector for Tax Map Parcels 40-3 ((1)) 6, 7, 7A, and 9 to consider residential development at 8-12 du/ac, subject to conditions. This change does not propose to increase the planned density for this site; rather it provides an additional option to redevelop the site at a lower density due to retention of the existing religious assembly. The adopted Plan recommends residential development at 16-20 dwelling units per acre with full consolidation, subject to conditions.

A rezoning application (RZ 2019-PR-008) was reviewed concurrently with this Plan amendment.

There will be one public hearing for both the Plan Amendment and the Rezoning.

PLANNING COMMISSION RECOMMENDATION:
On July 16, 2025, the Planning Commission voted 9-0-1 (Commissioners Carter and Thomas were absent from the meeting. Commissioner Cortina abstained from the vote) to recommend to the Board of Supervisors the following action:

- Adoption of PA 2024-I-1J, as shown in Appendix 5 of the staff report dated July 3, 2025;

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On July 16, 2025, the Planning Commission voted 10-0 (Commissioners Carter and Thomas were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2019-PR-008, and its associated CDP, subject to the execution of proffers consistent with those dated July 16, 2025; and

- Approval of the following waivers and modifications:

    - A waiver of 200-square foot privacy yard requirement for the rear-loading single family attached units.

    - A waiver of 600 foot maximum length for private streets.

    - A modification of the barrier requirements along the western property line to that shown on the CDP/FDP.

    - A waiver of the barrier requirements along the northern property line.

    - A modification of the transitional screening requirements along the western property line to that shown on the CDP/FDP.

On July 16, 2025, the Planning Commission further voted 10-0 (Commissioners Carter and Thomas were absent from the meeting) to approve:

- FDP-2019-PR-008

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing – July 16, 2025
Board of Supervisors public hearing – August 26, 2025

BACKGROUND:
On February 20, 2024, the Board of Supervisors authorized the consideration of a Plan amendment for Tax Map Parcels 40-3 ((1)) 6, 7, 7A, and 9 at 7401, 7407 and 7413 Leesburg Pike and 7426 Idylwood Road in the Providence Supervisor District, in response to an out-of-turn Plan amendment nomination. The proposed

amendment considers medium-density residential development, with suitable conditions related to site design, recognizing retention of the existing religious assembly. This Plan amendment was reviewed concurrently with RZ/FDP 2019--PR-008 which proposes up to 71 single family attached dwelling units at a density of 6.7 dwelling units per acre with retention of the existing religious assembly with child care.

EQUITY IMPACT:
None. The proposed Plan amendment is not anticipated to have an equity impact. A community meeting was held jointly with the nominator/applicant on June 24, 2025.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
The Planning Commission Meetings Video Archive available online at:
https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives

The Planning Commission Action:
Planning Commission Actions 2025 | Planning Commission.

The Staff Report for PA 2024-I-1J and RZ 2019-PR-008 has been previously furnished and is available online at:
https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=19HS5&ID2=00000&ID3=003T8&agency=FFX&SeqNo=5805136

STAFF:
Jennifer Miller, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
Kelly Atkinson, Director, Planning Division (PD), DPD
Suzanne L. Wright, Director, Zoning Evaluation Division (ZED), (DPD)
Daniel Creed, Planner, ZED, DPD

Board Agenda Item
August 26, 2025

4:00 p.m.

Public Hearing to Consider an Ordinance Expanding the Oakton Residential Permit Parking District, District 19 (Providence District)

ISSUE:
Public hearing to consider a proposed amendment to *Appendix G of The Code of the County of Fairfax, Virginia* (Fairfax County Code), to expand the Oakton Residential Permit Parking District (RPPD), District 19, to include the east side of Sutton Road from Sutton Green Court to the northern property boundary of 9640 Sutton Green Court.

RECOMMENDATION:
The County Executive recommends that the Board adopt an amendment to Appendix G of the Fairfax County Code (Attachment 1) to expand the Oakton RPPD, District 19.

TIMING:
On July 15, 2025, the Board authorized an advertisement of a public hearing to consider the proposed amendment to Appendix G of the Fairfax County Code to take place on August 26, 2025, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(a) of The Code of the County of Fairfax, Virginia, authorizes the Board to establish and/or expand an RPPD encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that at least 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

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The Sutton Green Homeowners Association has petitioned for the expansion of District 19 due to a high number of student vehicles parked on Sutton Road adjacent to their community during school hours. Staff have verified that the petitioning block is within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of Oakton High School and thus qualifies for expansion of the RPPD. Staff have also verified that all other requirements to expand the RPPD discussed above have been met.

EQUITY IMPACT:
The project area is located within a low vulnerability index. Approximately 13% of residents in this Census tract are in low-income occupations, and approximately 9% of the residents speak English less than well. Generally, the establishment of residential parking restrictions to prohibit non-resident vehicles during restriction hours supports Fairfax One Focus Area 12, a healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations by reducing the number of vehicles traveling on the street, leading to fewer vehicle emissions in the affected residential environment. However, at this time, there is insufficient information to determine an overall equity impact related to this change.

FISCAL IMPACT:
Funding of approximately $600 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Amendment to the Fairfax County Code
Attachment 2: Map Depicting Proposed Expansion of Oakton RPPD, District 19

STAFF:
Jennifer Miller, Deputy County Executive
Gregg Steverson, Director, Fairfax County Department of Transportation (FCDOT)
Lisa Witt, Chief, Administrative Services, FCDOT
Mena Nakhla, Equity Manager, FCDOT
Eric Teitelman, Chief, Active Transportation, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT

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ASSIGNED COUNSEL:
F. Hayden Codding, Assistant County Attorney

Attachment 1

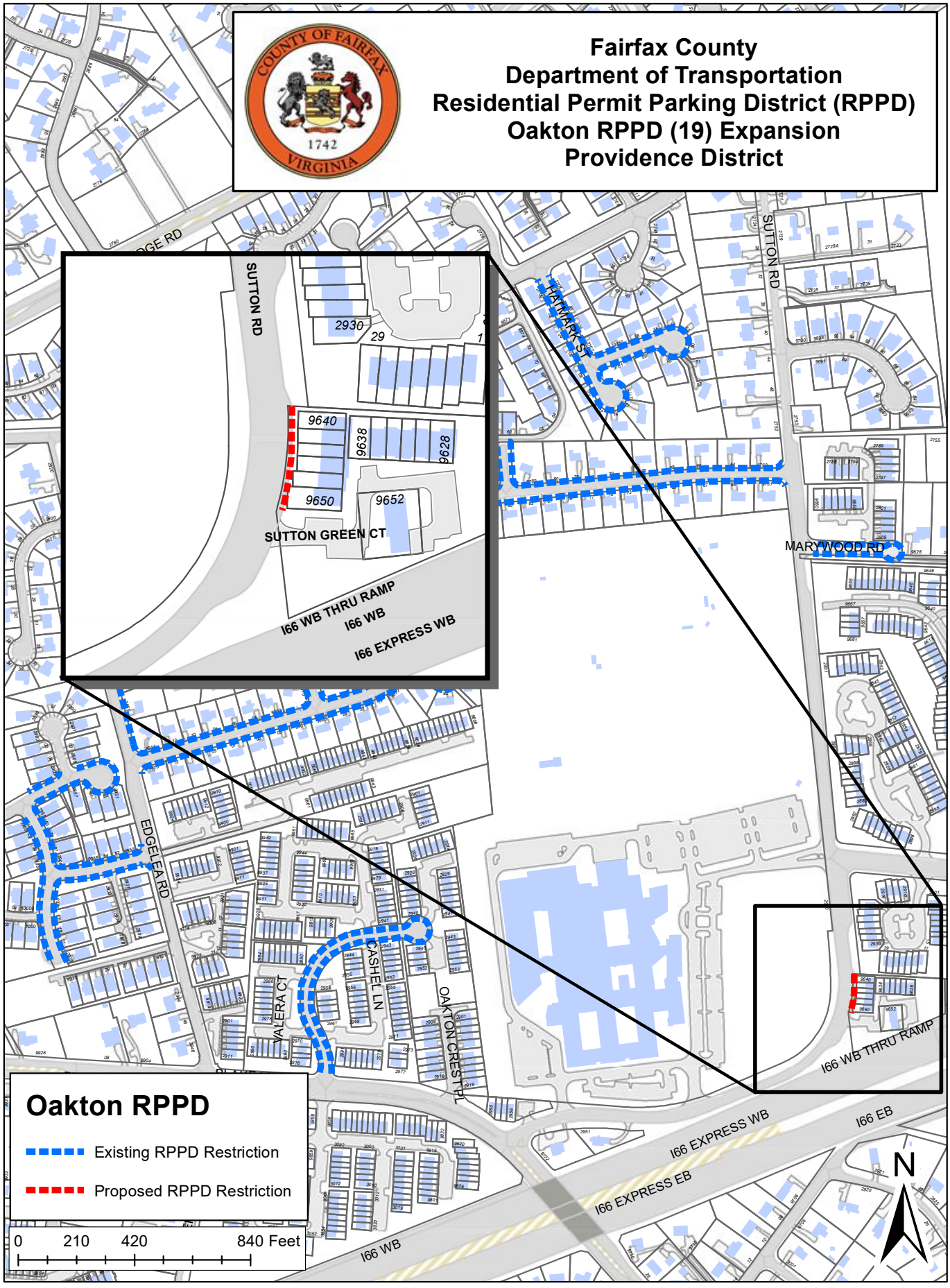
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX G

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following streets in Appendix G-19, Section (b), (2), Oakton Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Sutton Road (Route 701):

East side, from Sutton Green Court to the northern property boundary of 9640 Sutton Green Court


Fairfax County
Department of Transportation
Residential Permit Parking District (RPPD)
Oakton RPPD (19) Expansion
Providence District
SUTTON RD
HAWARK ST
MARYWOOD RD
EDGELEA RD
CASHEL LN
VALERA CT
OAKTON CREST PL
SUTTON GREEN CT
2930
29
9640
9638
9628
9650
9652
I66 WB THRU RAMP
I66 WB
I66 EXPRESS WB
I66 EB
I66 EXPRESS EB
Oakton RPPD
Existing RPPD Restriction
Proposed RPPD Restriction
0
210
420
840 Feet
N

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4:00 p.m.

Public Comment on Issues of Concern