

NEW KENT COUNTY BOARD OF SUPERVISORS

August 9, 2021, 6:00 PM

Boardroom, County Administration Building, 12007 Courthouse Circle, New Kent, VA 23124 - REGULAR MEETING

AGENDA

CALL TO ORDER

INVOCATION and PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

(Matters included here under may be the subject of one motion to approve provided no Board member requests an item to be separated.)

1. Approval of Minutes

- a. June 14, 2021 Regular Session Minutes
- b. June 24, 2021 Work Session/Broadband Retreat Minutes

2. Miscellaneous

- a. Approve Appropriation for Eltham Water and Sewer Extension Study
- b. Approval of PowerPhone Software Purchase Contract
- c. Approval of Agreement for Rt 106 Phase 2 Water & Sewer Extensions
- d. Approval of Contract Amendment for Suffolk Sales
- e. Approval of Henrico Area Mental Health & Developmental Services Community Services Board Contract for FY22 and FY 23 Resolution R-17-21
- f. Approval of Proclamation for Eagle Scout Recognition Christopher Martell

3. Supplemental Appropriations

- a. FY21 Supplemental Appropriations
- b. FY22 Supplemental Appropriations

4. Interdepartmental Budget Transfers

- a. FY21 Interdepartmental Budget Transfers
- b. FY22 Interdepartmental Budget Transfers

5. Treasurer's Report

a. Treasurer's Report - June 2021

INTRODUCTION OF ASSISTANT DIRECTOR OF FINANCIAL SERVICES - Meiling Qu

SPECIAL PRESENTATIONS

Presentation of Eagle Scout Proclamation to Christopher Martell - C. Thomas Tiller, Jr., District 2 Supervisor

CITIZENS COMMENT PERIOD

RESIDENCY ADMINISTRATOR'S REPORT

Residency Administrator's Report for July 2021

PRESENTATIONS

- **ITEM 1** Rappahannock Community College Update RCC President Dr. Shannon Kennedy
- **ITEM 2 ConnectRVA 2045 Transportation Plan Presentation** Chet Parsons, PlanRVA

Public Hearings to be held at 7:00 p.m. or as soon thereafter as possible. Speakers are limited to three minutes each, should come to the podium and state their name and address.

PUBLIC HEARINGS

- **ITEM 3 WITHDRAWN PUBLIC HEARING Ron Stiers Photography** Office Space Lease *Airport Manager Duane B. Goss*
- ITEM 4 PUBLIC HEARING Ordinance O-27-21, Use of Golf Carts and Utility Vehicles in the Deerlake Subdivision County Administrator Rodney Hathaway

ELECTED OFFICIALS REPORTS

STAFF REPORTS

OTHER BUSINESS

APPOINTMENTS

Appointments - Delegated by District

Appointments - Not Delegated by District

Appointments - Regional Boards and Commissions

ADJOURNMENT

Adjournment

MEETING SCHEDULE: The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Wednesday, September 8, 2021 and the next work session will be held at 9:00 a.m. on Wednesday September 29, 2021, both in the Boardroom of the County Administration Building. The Board will also participate in a joint meeting with the Planning Commission at 6:30 p.m. on Monday, September 20, 2021 in the Boardroom of the County Administration Building. There will be no August work session.

If a meeting cannot be held because of the closing of State and/or County offices, the meeting will be held on the next business day that the County offices are open.

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Approval of Minutes

Matian "Mr	approve the Consent a part of the record.	Agenda as presented	I and that it be made	
Motion: "Mr. Chairman, I move to	or			
(not required for Consent Agenda items)	I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:			
Subject	June 14, 2021 Regul	ar Session Minutes		
Issue				
Recommendation				
Fiscal Implications				
Policy Implications				
Legislative History				
Discussion				
Time Needed:		Person Appearing:		
	Watkins, Deputy rk of the Board	Telephone:	804-966-9687	
Copy provided to:		_		
ATTACHMENTS:				
Description		Type		
June 14, 2021 Meeting Minutes		Cover Memo		

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/16/2021 - 9:35 AM
Administration	Hathaway, Rodney	Approved	7/21/2021 - 2:31 PM
Attorney	Hefty, Brendan	Approved	7/23/2021 - 8:37 AM

A REGULAR MEETING WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 14TH DAY OF JUNE IN THE YEAR TWO THOUSAND TWENTY-ONE IN THE BOARDROOM OF THE COUNTY ADMINISTRATION BUILDING IN NEW KENT, VIRGINIA, AT 6:00 P.M.

IN RE: CALL TO ORDER

Chairman Thomas W. Evelyn called the meeting to order. He welcomed those in attendance as well as those joining virtually.

IN RE: ROLL CALL

Thomas W. Evelyn Present
C. Thomas Tiller, Jr. Present
Patricia A. Paige Present
Ron Stiers Present
John N. Lockwood Present

All members were present.

IN RE: INVOCATION AND PLEDGE OF ALLEGIANCE

Ms. Paige gave the invocation and led the Pledge of Allegiance.

IN RE: CONSENT AGENDA

The Consent Agenda was presented as follows:

- 1. Minutes
 - a. April 12, 2021 Business Meeting Minutes
 - b. April 28, 2021 Work Session Minutes
 - c. May 10, 2021 Business Meeting Minutes
- Miscellaneous
 - a. Approval of Easements for Extension of Water & Sewer Services South on Route 106
 - b. Approval of Agreement for Sherwood & Whitehouse Water Storage Tank Renovations
 - c. Approval of New Development Street Names for FONK Land Bay 1, Section 4
 - d. Pine Fork Park Change Order Approvals
- 3. Refund
 - a. REFUND Real Estate Tax Veteran Exemption
- 4. FY21 Supplemental Appropriations
 - a. Animal Shelter Donations, \$540.
 - b. Gifts & Donations to Fire/EMS (\$1,765) and to Victim Witness (\$50), \$1,815.
 - c. Funds Received from VRSA Insurance, Sheriff Claim # 02-20-36927-1-AP DOL 4/13/21 (\$1,471.08); Claim # 02-20-37453-1-AP DOL 4/20/21 (\$1,032.50); Claim # 02-20-37282-1-AP DOL 5/10/21 (\$1,772.55);

- Claim # 02-20-32821-1-AP DOL 8/4/20 (\$150); Claim # 02-20-36414-1-AP DOL 3/10/21 (\$446.24), \$4,872.37.
- d. Veterinarian Expense Restitution Received, \$2,259.27.
- e. Sheriff Extra Duty Colonial Downs 3/26/21 4/3/21 (\$1,768.96), Scene Security 8/19/20 (\$132.20), Colonial Downs 4/9/21 4/16/21 (\$1,326.72), Half Marathon 5/1/21 (\$3,394.20), Colonial Downs 4/23/21 5/1/21 (\$1,768.96) and New Kent High School 4/3/21 (\$387.54), \$8,778.58.
- f. Farmers Market Registration Fees, \$460.
- g. Central Virginia Transportation Authority Funds, \$326,692.78.
- h. Vending Machine Sales Sheriff's Office (\$23.51) and Administration (\$75.55), \$99.06.
- VDCJS Body Worn Camera Grant (Local Match in Kind -\$3,645), \$3,645.
- j. Additional Funds Received from DSS, \$1,646.

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$350,808.06 - Total
($18,824.28) - Total In/Out - General Fund (1101)
($3,645.00) - Total In/Out - Grants (1106)
($1,646.00) - Total In/Out - Social Services (1201)
($326,692.78) - Total In/Out - Capital (1302)
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- 5. FY 21 Interdepartmental Budget Transfers
 - a. Administration From Reserved for Contingency to Professional Services, \$100,000 (Salary Study).
 - b. Administration From Reserved for Contingency to Contract Services, \$2,600 (tent and portable toilet rental for primary election).
 - c. Human Resources From Reserved for Contingency to Printing and Binding, \$6,000 (New Kent Safety Manual).
 - d. Information Technology From Salaries & Wages Regular to Hospital/Medical Plans, \$6,500 (for new position added 1/2021).
 - e. Information Technology From Reserved for Contingency to GIS Equipment, \$5,000 (Maptitude GIS Software for redistricting).
 - f. Public Utilities From Sherwood Backup Well (\$35,650) and From BB Cary Well Replacement (\$38,904), \$74,554 to Water Storage Tank Replacement, \$74,554 (Sherwood Estates/Whitehouse Farms Tank Replacement).
 - g. School Board Office From Appropriation of Funds from Prior Years, \$87,878 to Student Services (\$22,878) and to Basin Pond (\$65,000), \$87,878.
 - h. School Board Office From Appropriation of Funds from Prior Years to HS HVAC Repair, \$30,000.
 - i. Sheriff's Office From Sheriff-Fire Arms Range Construction to Sheriff-Electronic Summons Software, \$67,937.55.
- 6. FY 22 Interdepartmental Budget Transfers
 - a. Information Technology From MIS Upgrades to Surveillance Cameras, \$225,000.00.
- 7. Treasurer's Report: Cash as of April 30, 2021, \$69,671,990.27 including escrow funds.

Mr. Tiller moved to approve the Consent Agenda as presented and that it be made a part of the record. The members were polled:

C. Thomas Tiller, Jr. Aye Patricia A. Paige Aye Ron Stiers Aye John N. Lockwood Aye Thomas W. Evelyn Aye

The motion carried.

IN RE: CITIZENS COMMENT PERIOD

Ms. Evelyn opened the citizens comment period and provided brief instructions. He called New Kent County Public Schools (NKCPS) Superintendent Dr. Brian Nichols of 5056 Kings Pond Court, Providence Forge to the podium. Noting this had been one of the toughest years in education, Dr. Nichols thanked the Board and stated NKCPS could not have accomplished what they had without the partnership when it came to PPE (Personal Protective Equipment), vaccinations and utilizing the high school as a vaccination center. He noted the County was building a new elementary school in the middle of this pandemic and reported he had recently visited the site and the project was on target and under budget. He also expressed appreciation for the Board fully funding the NKCPS FY22 budget request. He reported an individual speaking at a recent School Board meeting had suggested Superintendents coming to New Kent would leave for some place bigger and better. He had been offended by this comment and stated, "you can find some where bigger but you are not going to find better." He reported the School Board had recently discussed an extension to his contract and he had jumped at the opportunity. He and his family had chosen to establish deep roots and a firm foundation by buying a home in New Kent. He reminded the Board that one of the first meetings he had attended in New Kent had been a Board meeting in this very room where he had promised partnership with the Board. He thanked the Board for that partnership which he stated had been returned tenfold. He added that he had come from a large district and bigger was not always better. He noted if the Board's offices were anything like his, they probably didn't have many dropping by just to say thank you. He closed by stating, "I'm "all in" in this community and "all in" in this partnership." He thanked the Board for their time.

Mr. Evelyn thanked Dr. Nichols for his comments and closed the citizens comment period.

IN RE: VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) – RESIDENCY ADMINISTRATOR'S REPORT

VDOT Resident Administrator Marshall Winn noted a written report on items completed over the past thirty days had been provided and reported on a variety of work at various locations including pothole/asphalt/sinkhole repair, grading gravel roads, shoulder repairs, pipe repair/replacement/cleaning, ditching, tree removal, grass moving and litter pickup. 49 work orders had been received and 30 completed. There had been six emergency after hours call outs involving sinkholes, dead animals and nails in the roadway, washouts and limbs hanging over the roadway. The first cycle of primary route mowing had been completed and crews were now working on secondary roads. He also reported there had been some success on Farmers Drive with 32,082 feet of pipe having been cleaned and 7 miles of ditches having been pulled. Three crews had worked together on this project and he felt it had been successful. Pavement marking on Olivet Church Road had also been

completed. Patching was ongoing on Route 60 and once complete, this section would be paved. He noted this would leave one more section to be paved the following year.

Mr. Winn drew attention to the Project Development portion of the report.

- A Smart Scale shoulder widening (shared use path) project for Route 155 from Route 249 to Kentfield Parkway was currently in utility relocation and had been advertised the previous week. This project was estimated to start in late September or early October.
- Latex modified surfacing on Route 249 was expected to begin in the next month. Slurry Pavers had begun patching operations in early May in preparation for this project.
- A contract for additional resurfacing on Route 60 had been awarded to Allan Myers. A
 pre-construction meeting had been held on May 4th.

Mr. Winn also reported he had met with Mr. Lockwood and Chief Deputy Lee Bailey the previous week in regard to the speed limit change on Route 30. Signs posting the new 50 MPH speed limit as well as "Reduced Speed Ahead" signs had been ordered.

Board members provided the following comments and reported the following concerns:

Mr. Stiers thanked Mr. Winn for being present and for all of the work VDOT was doing. He reported recently speaking with Area Superintendent Joe Tarry regarding the removal of trees along the western edge of Route 155. The subject property had recently been timbered and several remaining trees were leaning into the roadway. He was hopeful to coordinate with VDOT and Dominion Energy (temporary power disconnection) to have them removed. The logger would come back to remove the remaining trees and the New Kent Sheriff's Office would be on standby to close the road during the removal. Mr. Stiers reported he had received many calls about these trees and would like them removed as soon as possible. Mr. Winn indicated VDOT would be prepared to assist.

Mr. Tiller thanked VDOT for the quick response to repair potholes he had recently reported. He asked if there were any updates on pending work on Henpeck Road. Mr. Winn reported VDOT had received the pipe and the work would probably be done in July. He noted the pipe size would be increased and, as a result, the road surface would also be raised.

Ms. Paige indicated she had nothing to report.

Mr. Lockwood expressed appreciation for the recent work on Farmer's Drive. He reported this had been an incredible improvement and thanked the crews involved. He also thanked Mr. Winn for recently meeting with him and Chief Deputy Lee Bailey regarding new speed limit signage in the Barhamsville area.

Mr. Evelyn noted he had nothing to report and thanked VDOT for being present.

IN RE: CENTRAL VIRGINIA TRANSPORTATION AUTHORITY MEMORANDUM OF AGREEMENT

Before the Board for consideration was a proposed Memorandum of Agreement between the Central Virginia Transportation Authority (CVTA) and New Kent. County Administrator Rodney Hathaway reported the 2020 General Assembly had created the CVTA and the agreement before the Board involved the distribution/use of CVTA funds under Chapter 1235 of the Code of Virginia. The CVTA was administering funding generated through the imposition of an additional 0.7 percent sales and use tax (began in October 2020) and a wholesale gas tax of 7.6 cents per gallon of gasoline and 7.7 cents per gallon of diesel fuel

(began in July 2020). 50% of revenues would be returned to the locality in which it was collected. 35% of revenues would go into a regional transportation fund and 15% of revenues would go to the Greater Richmond Transit Company (GRTC). New Kent had received a little over \$1.3 million to date and was averaging \$160,000 to \$180,000 per month. The majority of New Kent's CVTA revenue was derived from gas tax and the monthly average was expected to increase during the summer months. The agreement indicated funding could be spent on staffing, road improvements, maintenance and new road projects. The agreement also noted an annual report and certification would be required. Mr. Hathaway noted the New Kent Financial Services team had been participating in CVTA Finance Committee meetings and would be taking care of these requirements. He reported New Kent should have no problem meeting the reporting requirements and he was recommending the Board approve the Agreement. All nine CVTA localities were being asked to adopt the same Agreement. He entertained questions.

Ms. Paige reported the CVTA had established a policy board and Assistant County Administrator Justin Stauder was serving as New Kent's representative. She further reported she would be serving on an ad hoc committee to consider setting up additional personnel including an Executive Director, Assistant Executive Director and Finance personnel. The policy board would be establishing financial guidelines for localities and projects would be funded based on priority. She pointed out the Agreement included a provision for 15% of the funding to go to GRTC. She noted our area was currently served by Bay Transit but noted this funding would result in a greater connection to GRTC which may lead to a way to connect New Kent residents with Richmond, Petersburg and Hopewell.

Mr. Lockwood stated it would be critical to have a clearly defined process/priority to be sure the funds were utilized property. He specifically noted funds should not be utilized for areas considered to be a part of VDOT's maintenance/repair responsibilities. Mr. Evelyn agreed and asked Mr. Hathaway who would be formulating the project priority list. Mr. Hathaway reported staff was working on a process to bring before the Board at a later date and the CVTA was working on a ranking process which he indicated New Kent would want to mirror. He also noted the County's Board of Road Viewers could be used as a tool for citizen engagement and be tasked with developing a priority list of projects to be considered. He also envisioned the County hiring a Transportation Planner and noted the salary for this position could be funded by CVTA funds. This position would serve as staff support to the Board of Road Viewers as well as be responsible for reporting and project management.

In response to Mr. Lockwood's comment, Ms. Paige noted a criteria and a ranking process would be in place. She also reminded everyone that I-64, which was a hurricane evacuation route running through the County, was in need of widening. She added that although 35% of the funding would be going directly to CVTA, they may look to the locality to provide some funding in support of this project.

Ms. Paige moved to direct the County Administrator to execute the proposed Central Virginia Transportation Authority Memorandum of Agreement. The members were polled:

Patricia A. Paige	Aye
Ron Stiers	Aye
John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: APPROVAL OF NEW VIRGINIA COMPENSATION BOARD ALLOCATED POSITION FOR THE SHERIFF'S OFFICE

County Administrator Rodney Hathaway reported New Kent had received notice from the Virginia Compensation Board after published notice for the FY22 Budget public hearing, that the Sheriff's Office would be receiving additional funding in the amount of \$35,149 for law enforcement personnel. Because this notice had been received late in the budget process, the decision had been made to hold on making a decision until after budget adoption. He noted acceptance of this funding was totally at the Board's discretion and there were two options for how the funding could be used if the Board decided to accept. One option would be to supplement existing position salaries and another option would be to partially fund a new position. Total salary cost of a deputy position was approximately \$60,000, therefore an additional \$25,000 would be need to fully fund the position. Sheriff Joe McLaughlin had indicated he could make up the difference within his existing FY22 budget and therefore no additional funds were needed. Mr. Hathaway also reported \$195,000 had been approved in the CIP (Capital Improvement Program) for police vehicles so no additional funding would be needed for a vehicle for this position. An additional cost of \$5,000 for equipment and supplies would also be covered within the existing department budget. He closed by stating he felt there was a staffing issue in the Sheriff's Office and he recommended the Board approve this position as outlined. He entertained questions.

Mr. Stiers asked if the Virginia Compensation Board funding was one time money. Mr. Hathaway reported this would be ongoing funding received from the Compensation Board. Mr. Evelyn reported he had recently spoken with the Sheriff and had learned some of the funding for this position would be available due to staff retirement. Sheriff McLaughlin also reported they would not be filling a part-time position and funding designated for that position would be used to support the new full-time position.

Mr. Stiers moved to approve the proposed new deputy position for the New Kent County Sheriffs Office. The members were polled:

Ron Stiers	Aye
John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye
Patricia A. Paige	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: ELECTED OFFICIALS REPORTS

Mr. Stiers reported the 2021 New Kent graduating class had a Prom this year. He noted this had not been a school-sponsored event and the group of organizers had been fortunate to be able to use the Rockadome at Rockahock Campground. The event had been catered and a DJ had provided music. He reported some of the attendees had not seen each other in a year and the looks on their faces had been priceless. The event had been a great success and he was glad students had been able to get a little closer to back to normal. Mr. Evelyn expressed appreciation to Mr. Stiers for his involvement in planning the Prom.

Mr. Tiller indicated he had nothing to report.

Ms. Paige reported on a number of items including:

- Announcing Colonial Downs and Rosie's would be sponsoring a job fair each Saturday during the month of June. They were seeking to fill seasonal positions and were offering a \$500 incentive to be paid at the end of the racing season.
- Congratulating the New Kent High School Class of 2021 and noting how great it had been to have New Kent graduation in New Kent County. She thanked School Board members and School Superintendent Dr. Brian Nichols for their efforts to provide this class with a formal ceremony.
- Expressing appreciation to staff for their patience and cooperation during the recent office transitions while HVAC work was being done in the County Administration Building.
- Announcing New Kent County was now home to a Little Free Pantry (LFP) which was
 located in the parking lot of the Health and Human Services Building. The LFP would
 offer a new way for New Kent neighbors to take what they needed and to give what they
 could. Items available in the pantry would include shelf-stable food, personal hygiene
 items, small household supplies and pet food. More information was available at
 www.littlefreepantry.org.
- Reporting that the Capital Area Work Force had reported the unemployment rate in New Kent County had been 8.5% in April 2020 and a year later that figure had dropped to 2.98% which included 351 individuals who had not given up on looking for a job.
- Expressing condolences to the Four Seasons community on the recent passing of Linda Martin. She noted Ms. Martin had been an outspoken individual who loved New Kent County and she would truly be missed.

Mr. Lockwood reported the New Kent High School graduation ceremony had been a wonderful way to end this school year. It had been an incredibly positive turnout with many enthusiastic parents cheering on their graduates and he had been awestruck by four young ladies who had performed the National Anthem. There had been a real sense of community and he thanked Dr. Nichols and the School Board for such a great ceremony. He also reported Rosie's and Colonial Downs had been great community partners and were currently partnering with Virginia Natural Gas in a "Fill a Bag for Proclaiming Grace" food drive. Those participating would be entered into a drawing for a chance to win a Coach bag and \$250. He noted this was just another example of how Rosie's, Virginia Natural Gas and others were partners in our community. He closed by wishing all the fathers in the community as well as those who were no longer with us a Happy Father's Day.

Mr. Evelyn wished the 2021 Graduating Class of New Kent High school all the best and noted he was sorry he had not been able to attend due to an emergency situation. He offered them sincere congratulations.

IN RE: STAFF REPORTS - RAPPAHANNOCK COMMUNITY COLLEGE & GO VIRGINIA GRANT OPPORTUNITY

County Administrator Rodney Hathaway distributed copies of a draft letter to the GO Virginia State Committee. He reported Rappahannock Community College (RCC) had approached him about the possibility of leasing the 4,000 square foot Historic School cafeteria space for the establishment of a welding and machining training program. RCC was in the process of applying for grant funding through the GO Virginia Program and he had recently learned a local match was required. RCC had requested that the County consider waiving the existing lease for a period of five years as that match. Mr. Hathaway was proposing that instead of waiving the entire current lease amount that the Board consider waiving the lease for the new space to be used for the program. Given the current lease rate, the additional 4,000 square feet would generate \$32,680 in annual payments

totaling \$163,400 over five years. If the Board was in agreement with this proposal, the letter before them would be signed and included with the grant application. He noted he was bringing this to the Board in this fashion because he had just learned of the local match requirement the previous week and the application was due by the end of the week.

Ms. Paige expressed concerns over the fact that months had been spent in preparing the FY22 budget which had just recently been adopted and now RCC was requesting a match for this grant. She noted RCC had requested use of the space and the County had agreed. She also noted that lease payments for RCC's use of existing space in the Historic School had been waived for as long as she had served on the Board. She expressed appreciation for RCC operating a campus in New Kent County but noted she had not seen anything indicating New Kent residents were receiving any tuition reductions. She asked if RCC couldn't pay its current rent, how would they be able to pay rent for additional space. She noted she had done some research and reported she was not sure this type of use would be appropriate in the space requested. She added that if a match was required, the whole story should have been shared when use of the space had been requested. She further added that getting the information in bits and pieces was not a good way to do business and made it difficult for her to fully support the request. She stated this was not a good situation in which to put the Board.

Mr. Tiller thanked Ms. Paige for her comments and noted agreement. He stated RCC had requested lease waivers for as long as they had been in New Kent. Mr. Hathaway agreed but noted they were paying for services such as electricity and water/sewer. Mr. Tiller stated that RCC's request for more space would indicate students were enrolling and suggested perhaps they were not charging enough if they could not afford to pay rent.

Noting RCC was a community college, Mr. Lockwood asked if they received most of their funding from the state in addition to tuition. Mr. Hathaway noted RCC was a part of the Virginia Community College system and did receive some funding from the state but indicated he did not know the level of funding. Mr. Lockwood asked if the build out for the welding classroom would be at RCC's expense. Mr. Hathaway confirmed. Ms. Paige stated it would not be totally at RCC's expense because they were seeking grant funding and a match from New Kent County. Mr. Evelyn noted RCC was asking for a waiver of rent rather than money from the County. Ms. Paige stated not paying rent was asking for money. Mr. Lockwood noted Ms. Paige had suggested the facility may not be adequate for what RCC was proposing. He reported an indoor welding facility would require extensive ventilation and controls which would be expensive and he wanted to be sure RCC would have sufficient funding to address those needs. He asked if they modified the space and then couldn't use it as planned, who would be left holding the bag. He added that the need for qualified and certified welders was phenomenal and this would be an amazing opportunity for young people to learn this trade. He asked if the students would receive any type of certification. Mr. Hathaway reported students would receive certification but he was not sure what that would entail. He noted this request for a match had been a surprise to staff. He also noted a part of the grant application process required letters from businesses supporting the program and RCC had letters speaking highly for this skill set in the community.

Mr. Evelyn stated he knew first hand that there was a huge need for welders in the community. He reported three classmates of his son who had graduated high school the previous year were currently enrolled in welding school. He added it was a much needed trade and could be very lucrative for those possessing that skill.

Mr. Lockwood asked if there was any opportunity for discussion about the reduced tuition Ms. Paige had previously mentioned or for RCC to provide something that recognized what New Kent County was doing for them. Mr. Evelyn noted there was a need for this skill and he fully supported establishing a welding program but he too was not sure the former cafeteria space would be appropriate. Mr. Lockwood asked at what point would the County be paying rent to someone else for needed space and added the Apex building was a good example resulting in the County taking money from its pocket and putting it into RCC's.

Referencing comments regarding the budget process made at a previous meeting, Ms. Paige stated that for her, it was all about the process. Summarizing, she noted RCC had come to the County asking for something and the County had agreed. They had then come back saying they needed something more from the County. They had indicated they didn't need money because they would have enough if the County didn't charge them rent. She asked if RCC had not paid rent in five years, how were they going to pay rent now. She added that she understood the need for welders, carpenters and diesel mechanics. She expressed concerns regarding RCC's need for a decision by the end of the week and noted this gave the Board no time for research or due diligence before making a decision regarding taxpayers' money. She did not believe everyone was meant for a four-year institution and she supported technical programs but had no idea what it would take to make the requested space safe enough for a welding program. She stated, "I can't support it."

Mr. Lockwood asked if RCC would pay \$32,680 of their original lease if the Board agreed to waive rental on the additional space. Mr. Hathaway noted the Board had not waived the upcoming lease payment of \$65,000 for 8,000 square feet which was due August 1st. Mr. Lockwood noted that historically the Board had always waived this lease payment. Mr. Hathaway agreed but noted the Board was not committed to do so again this year.

Mr. Evelyn stated there didn't seem to be much support for the grant application.

Mr. Stiers stated New Kent was fortunate to have RCC and students were coming from neighboring communities for the programs offered. He noted the County was not currently utilizing the requested space. Mr. Hathaway agreed and noted the space was currently used by Bridging Communities for storage. Mr. Stiers stated he was in agreement with what had been said and that welders were needed nation-wide. He added that he was sure RCC would make the building safe before offering any such program.

Mr. Evelyn asked if the old art classroom could be a possible solution. Mr. Hathaway reported the School Board was currently renovating that space for additional offices for the Special Services Department. Mr. Lockwood indicated he would like the Board to find a way to support this but also find a way to collect some rent for the space RCC was using. Ms. Paige stated that there wasn't enough time to do that because a decision was needed tonight. Mr. Lockwood indicated he understood that but noted two leases would be involved and a decision regarding waiving the first lease would not be necessary for a couple of months. He again stated he would like the Board to find a way to generate some rental revenue from this project.

Mr. Stiers asked County Attorney Brendan Hefty if RCC would be able to offer discounts to some students (i.e., New Kent residents) and not to others. Mr. Hefty indicated that was a good questions and would be one for RCC to answer.

Ms. Paige asked how many scholarships New Kent County students had received from RCC. She then noted she served on that (the RCC Educational Foundation Board) and the answer to the question was none.

Addressing School Superintendent Dr. Brian Nichols, Mr. Evelyn asked if the schools may have any space in the maintenance shop that could accommodate a welding program. Dr. Nichols reported all of the space was currently utilized and they were renovating the former art room with plans to relocate some staff currently in the School Board Office into the renovated offices. He noted agreement with the Board's sentiments that the proposed space was less than ideal for a welding program. He further noted his concern with RCC was that there had been limited conversations with Superintendents to get their support for the program. He noted that although they had not been in the loop in regards to planning, the School Board had been asked to sign a letter of support. He added that he supported the trades and reported his oldest son was in aviation maintenance. He thought this could be a great program which he would love to sponsor or be a part of and he would like for New Kent students to have first rights to seats in the program.

Mr. Evelyn stated he didn't feel there was sufficient support for the request.

(Mr. Evelyn left the meeting briefly during the presentation of this item. The floor was turned over to Vice Chair Tiller during his absence.)

IN RE: STAFF REPORTS – POWHATAN BOARD OF SUPERVISORS – REQUEST FOR SUPPORT

County Administrator Rodney Hathaway distributed copies of a letter from Powhatan Board of Supervisors Chair Karin Carmack requesting regional support for petitioning Governor Ralph Northam to lift the current supplemental unemployment payments. Mr. Evelyn noted he fully supported unemployment for people who needed it but he also fully supported this request. He reported he had lost two employees who had been making \$17 an hour because they could make \$17.50 and stay at home. He noted he could hire twenty-five people now and he was hearing similar comments from other small business owners.

Ms. Paige reported discussions on this had been frequent at Richmond Regional Tourism meetings and it had been suggested the current unemployment guidelines were making it difficult for Richmond and the region to rebound. She also reported there had been similar discussions at a recent Capital Region Workforce meeting where it had been noted many people were not applying for jobs. A recent update to the unemployment guidelines was now requiring that recipients seek employment from at least two employers each week in order to continue receiving benefits. She further noted there were people who had been struggling to take care of their families since March 2020. For some, their work hours had been reduced and they were receiving no support. Businesses were struggling to get people to come to work because they could make more money sitting at home. She stated she fully supported sending a letter.

Mr. Evelyn noted the letter provided was what the Powhatan Board was proposing to send to the Governor. He suggested Mr. Hathaway and County Attorney Brendan Hefty could draft a similar letter from New Kent for the Board's consideration. Mr. Hathaway reported Powhatan would like to include New Kent County in a letter that would be from localities within the region and they had reached out to the other localities with a similar request.

Mr. Lockwood reported some of his work involved restaurants and hotels and there were some restaurants that could not open for lunch or were closing early due to the lack of staffing. He stated he was hearing over and over, "I have the business, I just don't have the employees to fill the need." He added that when looking at states who had refused the additional unemployment funding, you would find they were rebounding at a much quicker rate. He stated there were thousands of jobs that could be filled tomorrow if people would show up to work and although the supplemental unemployment benefit was set to expire in September, in the meantime, it was killing businesses. He fully supported sending a letter.

Mr. Stiers noted he also fully supported sending a letter and asked if a motion was needed to move forward. Mr. Hefty noted a general consensus would be sufficient but the Board could also choose to approve a motion authorizing the County Administrator to send a letter on their behalf.

Mr. Evelyn reported he had recently spoken with Secretary of Agriculture and Forestry Bettina Ring and she had indicated she was hearing this same concern all across the state. She had indicated the Governor was working on this and starting this week, unemployment recipients would have to prove they had been applying for jobs.

Mr. Tiller moved to authorize the County Administrator and County Attorney to draft a letter supporting Karin Carmack with Powhatan County. The members were polled:

John N. Lockwood	Aye
C. Thomas Tiller, Jr.	Aye
Patricia A. Paige	Aye
Ron Stiers	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: STAFF REPORTS – LOGGERS ASSOCIATION AND ELDERLY TAX RELIEF

County Administrator Rodney Hathaway reminded the Board that in recent months they had heard a presentation from the Loggers Association as well as a presentation from him on the elderly and disabled tax exemption. The Loggers Association had requested the waiver of personal property tax on certain logging equipment. Ordinance amendments which would require public hearings had been prepared and if there were no objections, he would schedule this for consideration in July.

Mr. Tiller asked if these amendments would also be on the next Planning Commission agenda. Mr. Hathaway indicated the Planning Commission would be considering some other items at their next meeting which would come to the Board at their July meeting but it was not necessary for tax amendments to go to the Planning Commission.

Ms. Paige asked if the Board had received any numbers on the projected impacts of these amendments. Mr. Hathaway reported numbers on the elderly and disabled amendment had been provided by the Commissioner of Revenue but nothing had been provided on the logging exemption.

Mr. Lockwood indicated he had not realized the discussions had been in regard to a full exemption for logging equipment. Mr. Hathaway reported the request from the Loggers Association had been that they be treated the same as farmers which would be a full

exemption. Mr. Evelyn noted loggers would still pay tax on trucks and trailer and only the equipment used in the woods would be eligible for exemption. Making full disclosure, Mr. Evelyn stated his logging equipment and business were in Charles City County and he would abstain from any action on this subject.

Ms. Paige asked if she could also abstain because she would meet the qualifications for those exempted from personal property tax. County Attorney Brendan Hefty indicated if she would meet the qualifications for an exemption, she could choose to abstain.

Mr. Evelyn asked Mr. Hathaway if he could have the Commissioner of Revenue provide some information on the impact of these personal property tax changes. Mr. Hathaway indicated the information presented on elderly and disable did contain impact information but no information had been presented on the logger exemption. He indicated he would provide additional information to the Board.

Mr. Stiers asked when the changes would go into effect. Mr. Hathaway reported the changes could not go into effect until the next fiscal year. The deadline to apply for the elderly and disabled reduction had been May 1^{st} and because the information had not been presented to the Board until April, there had not been sufficient time to implement the change this year.

IN RE: APPOINTMENTS - DELEGATED BY DISTRICT

There were no appointments delegated by district.

IN RE: APPOINTMENTS - NOT DELEGATED BY DISTRICT

There were no appointments not delegated by district.

IN RE: OTHER BUSINESS

There was no other business.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

Mr. Evelyn announced the next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Monday, July 12, 2021 and the next work session would be held at 9:00 a.m. on Wednesday, June 30, 2021, both in the Boardroom of the County Administration Building. The Board would also meet for a Broadband Retreat with RiverStreet Networks at 1:00 p.m. on Thursday, June 24, 2021 in the Boardroom of the County Administration Building.

Mr. Tiller moved to adjourn. The members were polled:

C. Thomas Tiller, Jr. Aye
Patricia A. Paige Aye
Ron Stiers Aye
John N. Lockwood Aye
Thomas W. Evelyn Aye

The meeting was adjourned at 7:11 p.m.

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Approval of Minutes

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)		a part of the record.	t Agenda as presented	d and that it be made
		I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:		
Subject		June 24, 2021 Work	Session/Broadband R	etreat Minutes
Issue				
Recommendation				
Fiscal Implication	าร			
Policy Implication	าร			
Legislative Histor	ry			
Discussion				
Time Needed:			Person Appearing:	
Request prepared by:		Vatkins, Deputy c of the Board	Telephone:	804-966-9687
Copy provided to:				
ATTACHMENTS: Description June 24, 2021 Mo		g Minutes (PDF)	Type Cover Memo	
REVIEWERS:				
Department Clerk Administration	1	Reviewer Watkins, Wanda Hathaway, Rodney	Action Approved Approved	Date 8/2/2021 - 12:12 PM 8/2/2021 - 12:49 PM

Hefty, Brendan Approved

Attorney

8/2/2021 - 2:26 PM

A WORK SESSION/BROADBAND RETREAT WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 24TH DAY OF JUNE IN THE YEAR TWO THOUSAND TWENTY-ONE IN THE BOARDROOM OF THE COUNTY ADMINISTRATION BUILDING IN NEW KENT, VIRGINIA, AT 1:00 P.M.

IN RE: CALL TO ORDER

Chairman Thomas W. Evelyn called the meeting to order.

IN RE: ROLL CALL

Thomas W. Evelyn Present
C. Thomas Tiller, Jr. Present
Patricia A. Paige Present
Ron Stiers Present
John N. Lockwood Present

All members were present. Mr. Evelyn welcomed everyone to this meeting regarding RiverStreet Networks broadband plan for the County. He turned the floor over to RiverStreet Business Development Manager Rob Taylor.

IN RE: NEW KENT FIBER OPTIC NETWORK DESIGN PLAN PRESENTATION

RiverStreet Networks Business Development Manager Rob Taylor introduced himself and noted he was with the Danville, Virginia office. Other RiverStreet representatives present included Business Development Manager Lon Whelchel with the Richmond, Virginia office and Vice President of Business Development Greg Coltrain with the Belhaven, North Carolina office. Mr. Taylor took the lead and noted the Board had previously seen a portion of today's presentation but he would provide a brief review and address any questions they may have. The presentation would include more details on the County's broadband expansion plan including designs for both fiber optic and wireless service.

An overview of the company indicated RiverStreet Networks was a wholly owned for profit subsidiary of the Wilkes Telephone Membership Corporation (Wilkes TMC). The Wilkes TMC was a member-owned broadband cooperative (originally telephone cooperative) established in 1951 and headquartered in Wilkesboro, North Carolina. They currently had roughly 23,000 accounts in North Carolina and 7,000 in Virginia. Company stats included over \$173 million in assets, over \$60 million in annual revenue and over 220 employees. They were serving customers in five states including North Carolina, Virginia, South Carolina, Georgia and Tennessee. Their focus was on serving unserved and underserved areas that lacked high speed internet access at affordable rates.

Mr. Taylor reviewed a map of the RiverStreet service area noting King & Queen, where they were managing a wireless network, was the closest in proximity to New Kent. RiverStreet had purchased the King & Queen network from Gamewood Technologies and was now in the process of migrating the system over to a total fiber to the home network.

A list of "Helpful Terms" including the following was reviewed:

 Reverse Auction – Companies bid for support against each other for who will do the work for the least amount of available support – each round that passes the support is reduced until only one company is left

- FCC CAF II Auction Connect America Fund (CAF) Reverse Auction a federal funding mechanism
- FCC RDOF Round I Auction Rural Digital Opportunity Fund Auction Round I of II
- FTTH Fiber To The Home high speed internet delivered over fiber optic cables
- Broadband FCC Defines service that is 25/3 or greater 25Mbps downstream/3Mbps upstream
- Unserved Areas Locations that do not have access to internet service speeds of 25/3
- Census Block Group Minimum geographic area eligible to be bid upon in FCC auctions composed of census blocks
- Census Blocks Minimum geographic area that is funded includes all locations in the block
- Location a home or business
- VATI Virginia Telecommunication Initiative a state broadband funding mechanism

A list of providers offering service greater than 25/3 in New Kent included StraightUpNet LLC (fixed wireless), Cox Communications (both fiber and cable), Verizon Virginia LLC (fiber) and Comcast (cable). Mr. Taylor reported that according to the federal government, there was no area in New Kent that did not have at least one service provider. As reported at a previous meeting, the problem with this information was that the federal government was assuming if one location within a census block had service, all locations within that block had service. Mr. Lockwood asked if the census blocks were defined by geography or zip code and was there potential for overlapping at county lines. Mr. Taylor reported the census blocks stopped at county lines and population was used to delineate the blocks within a county. He reported there had been funding for New Kent County in the last RDOF reverse auction. RiverStreet had bid on several census blocks and had been awarded funding to pass 1,183 locations in New Kent. Space X had been awarded funding for 89 locations (Low Earth Orbit (LEO) satellite technology) and Starry had been awarded 32 locations. It was not clear what technology Starry would utilize.

Mr. Taylor reviewed several maps and touched on key points in the FTTH design. The County would be divided into three service areas with fiber passing all homes in the County's GIS system. The backbone of the system would be approximately 67 miles in length and would pass 269 homes at a cost of just under \$3 million without any customer connections. If 30% connected, the cost would be \$3.1 million and \$3.5 million with 100% connected. RiverStreet would be responsible for the connection costs up to 1,200 to 2,000 feet off the fiber ring. Noting the report indicated 269 homes would be passed by the fiber ring, Mr. Tiller asked if those homes would all be within 2,000 feet of the fiber ring. Mr. Taylor indicated they would be within the 2,000 foot limit. FTTH installation would include approximately 560 miles of fiber cable and would pass 11,143 homes. With no connections this would cost approximately \$22 million. A 30% take rate would cost approximately \$29 million and a 100% take rate would cost approximately \$46 million. These figures were based on an average connection cost of \$2,000 to \$2,500 per drop. Mr. Taylor reported the total build would include 627 miles of fiber cable passing 11,412 homes. Total cost would be \$25.5 million with no customers. Total cost with a 30% take rate would be \$32 million and total cost with a 100% take rate would be \$49 million.

In response to the Board's request for fixed wireless options, Mr. Taylor provided an overview of the New Kent County Broadband Expansion Plan for Fixed Wireless. He reminded the Board that there were a number of things to remember with a wireless system including that they would have to be able to feed service to the towers before they could rebroadcast a signal. After the location of the fiber ring had been determined, RiverStreet had considered vertical assets (existing towers) located near the ring. They had then

looked at vertical assets located further out and determined whether or not a point-to-point microwave signal could be utilized. He noted an example of point-to-point would be from him to any one of the Board members; point-to-multi-point would be from him to all of the Board members. He moved on to the review of an existing fixed wireless tower map. He noted it would still be necessary to build the \$3 million backbone with wireless options. He also noted that due to the limited number of frequencies and bandwidths there could only be so many towers in a certain area before they would begin interfering with each other. This number of towers was known as the saturation point and for New Kent, that number was 21. He drew attention to a map depicting proposed tower locations and signals. He noted there were some gaps due to topography and trees. Other considerations would be the elevation at which the equipment could be mounted and what frequencies were available. At 20 feet, 7,494 out of 10,854 locations (69%) could be reached. At 60 feet, 10,319 of 10,854 locations (95.1%) could be reached. He noted there would be limits on how many customers could be connected to each sector and just because 95.1% could be reached did not mean they all could be served. Mr. Lockwood asked what that limit would be. Mr. Taylor reported that depending on the equipment used, the number could be as low as 25 while there could be 100 potential customers within range of the signal. Mr. Lockwood asked if this was a matter of bandwidth. Mr. Taylor indicated it was a matter of a combination of things including bandwidth and available technology. He reported RiverStreet was currently testing new equipment that would increase the ability to reach potential customers but even the new equipment would not be able to serve all customers within a sector. Mr. Lockwood asked if the 20 and 60 feet heights were at the customer location. Mr. Taylor confirmed. Mr. Lockwood noted that would mean the customer would have to have a location on their property where an antennae could be installed at 60 feet. Mr. Taylor indicated that was correct. He noted this would be considered a "non-standard install" and a bucket truck and tree climbers would be needed to perform the work. County Administrator Rodney Hathaway noted if the Board chose to go this route, it would be necessary to look at the zoning ordinance which currently only allowed for an antennae up to 50 feet without having to obtain a conditional use permit. Mr. Evelyn stated the wireless option didn't sound very feasible and suggested most would not want an antennae at 60 feet on their property. Mr. Taylor reported the information the 60 foot antennae elevation had been included to make sure a majority of the County could be covered with wireless. He again noted that because of the topography and trees a large number of non-standard installs would be necessary. Mr. Lockwood noted going from a standard install of 20 feet to a non-standard install of 60 feet would significantly impact the installation cost. Mr. Taylor agreed and noted RiverStreet would cover the cost of standard installs but there would be additional costs associated with non-standard installs.

The cost of a proposed wireless network included:

- 66.77 miles in the cable backbone at a cost of \$2,982,562
- Additional cost of \$144,766 for fiber to 21 towers
- Tower location cost of \$4,430,100 for 21 sites
- Total wireless network cost of \$7,557,328 to cover 69% of the County

Moving on with the presentation, Mr. Taylor opened a map in Google Earth depicting New Kent divided into three sections. Each section would have a control cabinet to house electronics and the cabinets would be connected by a fiber ring. One of the cabinets would be larger and would serve as the main cabinet for the system. Because signals could travel in both directions on the fiber, interruptions in service would be reduced. He again noted RiverStreet would cover the cost of the drop and electronics for customers within 1,200 to 2,000 feet of the ring. Mr. Hathaway asked if there would be any registration or set-up fee. Mr. Taylor reported there was no set-up fee or contract requirement for residential

customers but both were required for businesses. Customers would be able to go on line and determine if they were within the service area, see available service options and then place a work order for installation. Customers would be invoiced monthly for the service thereafter. Mr. Taylor reviewed a map depicting coverage using several available technology options. In all cases there would be some homes that would not be covered. Mr. Lockwood asked if information was available on who was currently served by broadband that could be used to determine if any of the homes not covered by the options presented were in fact covered by some other service provider. Mr. Coltrain noted this went back to previous discussions regarding the FCC mapping redesign. He noted new maps should be available in the next 12-18 months which would be based on a project conducted by CostQuest and the National Telecommunications and Information Administration. Mr. Evelyn noted that report would not be available for some time and he felt the Board needed to move forward now. Mr. Coltrain reported RiverStreet had a tool that could be used to canvass a county by having every citizen go to the internet to take a speed test and provide detailed information about their internet use. Collected information would identify problematic areas. He noted that because of this, RiverStreet would not have to wait months for the availability of new maps. Mr. Lockwood noted areas using DSL (Digital Subscriber Line) would need to test multiple times because the speed could dramatically change based on the number of users at any given time. Mr. Coltrain noted another issue with speed testing was that a customer would not get a reading any faster than the service for which they were paying although the service provider may be offering faster speeds.

Mr. Taylor asked if there were any other questions. Mr. Evelyn asked if the proposed plan was complete. Mr. Taylor reported RiverStreet's presentation was complete and they would follow-up with reports. He also noted, if the Board wished, they could come back at a later date to go deeper into the details. He noted they were here to answer any questions and to give the Board a comfort level in regard to cost. Mr. Evelyn suggested the Board's next steps would be either issuing an RFP or receiving an unsolicited PPEA (Public-Private Partnership Act) proposal. Mr. Hathaway pointed out that only the development of the broadband expansion design had been procured to date. Moving to the construction phase could be through an unsolicited PPEA or an RFP.

Ms. Paige asked if a combination of fiber and wireless would be needed. Mr. Taylor confirmed and noted a hybrid solution could be utilized with a few towers being set up now to get some customers up and running. He stated it would be important to consider where it would make the most sense to spend money now and where to spend in the future. Ms. Paige stated she would think the Board would want to spend where the majority of citizens would have the availability of broadband. She added this was especially important for families with parents working from home and children involved in online school.

Mr. Lockwood noted the backbone would be required regardless. Mr. Taylor confirmed and noted that the backbone would be needed with both the fiber and wireless solutions. Mr. Lockwood noted there were pockets in New Kent that currently had adequate service and what was pushing the Board now was getting service to those who were not served. He suggested those individuals should be given priority but noted the difficulty with many of these would be the low density and the expense of remote hookups. He stated he felt the focus should be on how to cover the most people who did not currently have an option. Ms. Paige added that if there was an area that could be connected but the cost would be \$12,000 or more, it was almost like not having access at all. Mr. Lockwood agreed and noted there had been reports of Cox Communications providing \$10,000 or more quotes for service installation at locations where a neighbor already had service. Mr. Evelyn also noted he had several areas in his district that would meet the 25 home requirement in the Cox

Franchise Agreement but no progress had been made in getting Cox to extend service into these areas. He asked if the Board had enough information to put this project out for bid. Mr. Taylor indicated enough information was available and noted RiverStreet would need to follow up with Mr. Hathaway to determine where the Board wanted to go.

Mr. Hathaway noted the presentation had indicated 21 towers would be New Kent's saturation point. He asked if each of the 21 towers would have a capacity of only 25 customers. Mr. Taylor noted the 25 customer limit was in each sector and each tower would have four sectors of 5Ghz and four sectors of 365Ghz. Mr. Coltrain noted a calculation would be used to determine the number of customers to be connected but pointed out trees, distance, etc. would create issues to be addressed. Wireless would be a "best effort" service while fiber would result in every customer having the same guaranteed service. Mr. Hathaway stated it appeared that the ultimate goal was to have FTTH for every home in the County and wireless could be utilized as a temporary means of providing broadband until the fiber was built out. He stated the \$7 million cost for a wireless solution was a lot of money for a temporary solution. He asked if it would be better to expedite the construction by putting up more money per year to condense the construction schedule. Mr. Taylor agreed that more money up front would give the ability to have more work crews installing equipment and while six years was the normal build out, the time needed could be reduced with more funding. Mr. Hathaway noted RiverStreet was taking on a lot of territory in Virginia and asked if they would have the capacity to expedite the construction schedule. Mr. Taylor confirmed they would and noted they would utilize outside engineering and contractor sources. Once the Board determined available funding, RiverStreet could determine how quickly the build could be expedited. Mr. Coltrain suggested as much as 12 to 24 months could be cut off the construction schedule based on available funding.

Mr. Lockwood noted it had been stated in a previous presentation that it would take three vears before the first customer would be connected. He asked how long it would take to get the first connection if \$3.5 million was made available today. Mr. Coltrain noted it would still take three years which was the construction schedule for the backbone. Key components of the backbone would be the electronics and this part of the construction would take time. Other areas of the network could be built while the backbone was under construction so they would be ready to connect once the backbone was complete. Mr. Lockwood asked if the engineering plan RiverStreet had developed could be taken to another vendor to get a cost estimate. Mr. Coltrain confirmed. Mr. Taylor reported the engineering design was based on USDA standards and they included spreadsheets listing parts, model numbers, quantities needed, vendors, etc. Mr. Lockwood asked if RiverStreet was done with these lists. Mr. Coltrain indicated the lists were in draft form and should be available in bound copies in two to three weeks. Electronic format could be provided sooner. Mr. Taylor suggested scheduling a follow up meeting after the booklets were delivered. He noted the booklets would show prices per section as well as materials/parts needed and vendors where they could be procured.

Mr. Tiller asked what RiverStreet's first steps would be once New Kent authorized them to move forward. Mr. Taylor indicated the first thing they would do would be to go back to engineering and have them work with VDOT to get the necessary permits and rights-of-way. Environmental work would also be needed and they would begin placing equipment orders. They would work with the County to identify an equipment staging area and they would also begin working on contracts with contractors and subcontractors. He noted it could be 12 or more months before the first plow would begin to install fiber. There would be a great deal of prep work and once all things were lined up, crews could be brought in to begin executing the plan. Mr. Tiller asked if equipment ordered on the front end would be outdated when

the first customers connected in three years. Mr. Taylor noted the equipment needed on the front end would include fiber and innerduct. Specific optics would need to be known before ordering equipment to be installed later in the process. Purchase Orders would be submitted to the manufacturer to pre-order the equipment but nothing would be shipped until closer to the install date.

Mr. Stiers noted New Kent's Congressman Rob Wittman was in charge of the (Rebuild) Rural America Act and reported \$300 million and \$732 million had been received in two separate grants. He asked if RiverStreet was actively reaching out to secure any of this funding. Mr. Taylor confirmed they were and reported they had been awarded \$32 million for the CAF, \$45 million for RDOF, had obtained a \$48 million USDA loan and had been awarded almost \$6 million from VATI. He noted one of the things they did when working with counties was to help find areas from which to obtain funding. Referencing the King & Queen project, he reported there were 3,832 locations with a total build cost of just over \$18 million. They had secured \$5 million through CAF, King & Queen had put up \$3.8 million, they had secured just over \$2 million in the first VATI cycle and almost another \$2 million in the last cycle. He also reported the possibility of forfeiture of some CAF blocks by another company which could result in an additional \$2 million in funding. Mr. Coltrain noted the biggest difference with King & Queen was that they had census blocks which qualified for subsidies while New Kent did not have as many due to the mapping issue previously discussed.

Mr. Evelyn stated this Board was committed to providing broadband throughout the County but noted they couldn't provide RiverStreet with a check and authorization to move forward because of the procurement process. He added that this project would be spending real taxpayers' money and asked if it would hurt grant opportunities if the County put more funding up front. Mr. Taylor reported one avenue they would like to pursue would be matching funding from the state through VATI - the state would match New Kent's and RiverStreet's contributions. He added that a couple million dollars in federal funding was available through RDOF and there would be the possibility of RDOF II funding. Other funding mechanisms were also available including funding from ARPA (American Rescue Plan Act). ARPA funding was for infrastructure and because New Kent would have an infrastructure plan in place, the possibility of receiving some funding was good.

Mr. Lockwood noted an earlier slide in the presentation had indicated a total build cost of \$50 million with a 100% take rate and a cost of \$25 million with no customers. He noted Mr. Taylor had reported RiverStreet would pick up the tab for installation from the line to the home and asked if this was the \$25 million difference. Mr. Taylor confirmed. Mr. Lockwood asked if the \$2 million dollars Mr. Taylor had indicated they had available for this project would come of off New Kent's \$25 million or RiverStreet's \$25 million. He asked if grant funding would be coming off of New Kent's share or RiverStreet's share of the cost and noted he wanted to be sure New Kent's tab was being reduced. Mr. Taylor indicated that was the way it would work. He noted the RDOF funding was to pass the home and VATI grant applications would include specifics on how much funding the locality as well as RiverStreet would be contributing. Grant funding received would reduce New Kent's share. He noted a good example of this was with the King & Queen project. He reported that because they had a plan in place and had already been in the process of implementing that plan, they had been able to utilize approximately \$600,000 of CARES (Coronavirus Aid, Relief, and Economic Security Act) funding to reduce King & Queen's share.

Ms. Paige asked what would determine who would receive service first. Mr. Taylor indicated those who would get service first would be those located closest to the backbone. He noted they would look to the County for some guidance as well as to engineering to determine

what would make the most sense. The sooner customers could be connected the sooner a return on the County's and RiverStreet's investments could be realized. Ms. Paige stated RiverStreet had been given a time in which to have this plan completed and we were now past that time. She asked if the plan couldn't be delivered on time, what reassurance would the Board have that the remainder of the project could be completed on time. Mr. Taylor noted RiverStreet had been given six months to deliver the plan and the final plan had been delayed due to RDOF. They had paused work on New Kent's plan as well as others in the works because RDOF funding could significantly impact each of the plans. He also noted that when the engineering work had come back indicating the wireless solution would serve 69%, they had felt that was not good enough. Engineering had been asked to find another option that would serve more customers. They had wanted to be sure they were providing a thorough plan so the County would have something from which to work. Mr. Coltrain also noted that if someone was building a home from a blueprint there would be customary expectations of delays beyond the contractor's control. A good contractor would communicate that and that would be what RiverStreet would do.

Mr. Lockwood questioned who would own the network once the County's contribution as well as any grant funding flowing through the County was transferred to RiverStreet. Mr. Taylor indicated RiverStreet would own the network but they would extend a revenue share (return on investment) to the County. He reported many state and federal grant programs required that networks not be owned by the locality and they did not want local jurisdictions to be responsible for ongoing maintenance including repairs and equipment upgrades. Mr. Lockwood asked if the revenue share would be fixed or negotiable. Mr. Coltrain indicated the revenue share would be based on established fixed rates and there would be more detailed discussion on this in the future. Mr. Evelyn also stated it was his understanding that it was necessary for a locality to work with a provider to be considered for a VATI grant. Mr. Hathaway indicated having a partner was a requirement and a locality could not apply for a VATI grant by itself. Mr. Lockwood stated that partner could be an authority if they had been in business long enough. Mr. Hathaway confirmed and Mr. Taylor noted an authority would have to be in business a minimum of two years to be eligible.

Ms. Paige asked if it would be possible to offer regional broadband if other adjoining localities were interested. Mr. Taylor reported RiverStreet was looking at a regional application for the VATI grant. He also reported they had tried in the past with King & Queen County to work with neighboring localities for a regional type broadband deployment but there had been no takers. RiverStreet was open to this concept and they were currently involved in a regional wireless deployment in Amelia and Dinwiddie Counties which had been funded through the Tobacco Commission. If localities would come to the table and be willing to work in a true partnership, RiverStreet would be willing to work with them.

Referencing an earlier mentioned grant received from the federal government, Mr. Stiers asked if this funding had been a result of COVID and the CARES Act. Mr. Taylor reported the CARES funding used in King & Queen County had come through the Rappahannock Tribe, CAF funding had come through the FCC and RDOF funding had also been available. Mr. Stiers asked if all of this funding had gone to RiverStreet. Mr. Taylor reported the CAF and RDOF would go to RiverStreet and other funding such as VATI grants would go through the locality. RiverStreet would invoice the locality for payment. Mr. Stiers asked what RiverStreet did with the money. Mr. Taylor reported RDOF funding had not been released yet and CAF money would be held in a special fund specifically for the build. Mr. Stiers asked if some of the funding could be used to help localities expedite their projects. Mr. Taylor reported CAF funding could only be used in the designated areas for which it had been awarded and the same would also be true with RDOF funding once it was released.

Mr. Coltrain noted that because King & Queen had an engineering plan in place, they had been able to look at a segment of the County where the Rappahannock Tribe was receiving CARES funds and had used those funds to expedite the build. Those CARES funds had been deducted from King & Queen's portion of the cost. Mr. Stiers indicated that was what he wanted to hear. He thanked Mr. Coltrain and then recognized the Honorable Bill Coada, Vice Chair of the Charles City County Board of Supervisors, who was in attendance. He suggested Mr. Coada may also be interested in speaking with RiverStreet.

Mr. Lockwood asked if the CAF and RDOF funding was "use it or lose it" and if they didn't build the designated project, nobody would get the funding unless another vendor stepped up to utilize it. Mr. Taylor noted it was "use it or give it back" and added a penalty would also be associated with giving back funding.

Mr. Evelyn reviewed next steps. RiverStreet would have a plan ready for the County in a couple of weeks and staff would be working on an RFP to keep moving forward. He asked if this was the desire of the Board. The general consensus was to move forward as Mr. Evelyn had stated. Mr. Evelyn thanked the RiverStreet representatives for the presentation. Mr. Coltrain noted they could come back as often as needed for further discussions.

Mr. Evelyn called for a brief recess at 2:20 p.m. The meeting reconvened at 2:30 p.m.

IN RE: COMPENSATION TIME PAY OUT – BUDGET TRANSFERS

County Administrator Rodney Hathaway reported the Virginia Overtime Wage Act of 2021 which had been recently adopted by the Virginia General Assembly would become effective on July 1, 2021. The law would require employers to pay an overtime wage rate of one and a half times the regular rate for all hours worked in excess of 40 hours in a workweek. This was the County's current practice but with the new law, the County would no longer be able to offer compensation time (comp time) in lieu of over time for most employees. He reported that effective June 21, 2021, New Kent County employees would no longer be allowed to accrue comp time. He further reported a number of employees had a significant amount of accrued comp time and if any of these employees were to separate from New Kent, the County would have to pay out all comp time hours at the employee's current pay rate. Plans were, if approved by the Board, to pay out all accrued comp time as of June 30, 2021. Mr. Hathaway noted this request was being made now rather than holding it for the July 12th meeting because public safety employees would be receiving salary increases and other employees would be receiving a 4% COLA effective July 1st which would increase the cost of the payout. He was requesting transfers from the County's contingency fund to pay out the existing accrued comp time and noted the County would no longer allow employees to accrue comp time per the new regulations.

The following transfers were requested:

- From Reserved for Contingency to Wages-Overtime Regular, \$81,857.42.
- From Reserved for Contingency to FICA/Medicare, \$6,262.09.

Mr. Evelyn asked Mr. Hathaway if he thought the General Assembly would reverse this regulation during their next session. Mr. Hathaway indicated he believed there was a good chance it would be reversed and noted it appeared the loss of comp time had been an unintended consequence. The original bill had included a large number of exemptions including comp time but that had been removed by the time the bill had been adopted. He stated he was not sure the General Assembly fully understood the impact this would have on localities and businesses. County Attorney Brendan Hefty also noted there was a lack of

complete consensus on what this bill was actually doing to the requirements for comp time. Differing opinions existed between several local government attorneys on whether or not this bill eliminated comp time. The Department of Labor's position appeared to be that this bill did in fact eliminate comp time. He stated he felt New Kent was taking a conservative approach and noted he felt the question about whether or not the General Assembly would reverse this was a good point. He pointed out there would be a special session in August and he anticipated this topic would be discussed. Mr. Evelyn asked what would happen if localities didn't pay out the comp time and the law was reversed. Mr. Hefty reported he was not aware of any other localities which were paying out accrued comp time. He noted localities would be paying for overtime with cash and not comp time after July 1st until this issue was resolved. He added that he believed some localities were waiting to see if the Attorney General or Governor would have anything more to say on the issue. He believed from Mr. Hathaway's perspective this was less about the law and more about the increases to be effective July 1st which would increase the cost. He added that if the interpretation of the new rule was that comp time was prohibited, no employees except law enforcement and fire fighters could be paid comp time. He further noted the General Assembly may determine the intention had never been to do away with comp time. Mr. Hathaway reported most localities in the Richmond Region had decided to eliminate comp time.

Mr. Tiller asked what would happen if the County paid out the time and then the bill was reversed making the payout unnecessary. Mr. Hathaway noted the accrued comp time would still be a liability to the County. Mr. Lockwood asked if it would be a liability of time or money and noted employees could still take leave for comp time on the books but would not be able to accrue any additional comp time. Mr. Hathaway noted the proposal was to eliminate comp time from the County's books. It was a liability requiring additional accounting and it had been noted, especially with law enforcement, that there were employees who were finding it difficult to use annual leave resulting in the need to request authorization to carry excess leave into the next year. He added if they couldn't find time to take annual leave, it would be even more difficult to find time to take comp time. Mr. Lockwood asked if this would be creating a situation where it would be necessary to consider budgeting for additional overtime. Mr. Hathaway noted that was a real concern with the Virginia Overtime Wage Act and he did believe it would impact department overtime budgets. He reported he had communicated with managers and directors asking them to manage staff time appropriately. They had been asked to allow flex hours, when possible, to assure weekly time did not go above 40 hours. Mr. Lockwood asked if this pertained to salaried or hourly employees. Mr. Hathaway reported this would pertain to non-exempt employees but not exempt employees. Mr. Lockwood asked if this leave was accrued from one year or multiple years. Mr. Hathaway reported it was multiple years and decades in some cases.

Mr. Lockwood moved to approve the budget transfers to pay out accrued compensation time as presented. The members were polled:

C. Thomas Tiller, Jr.	Aye
Patricia A. Paige	Aye
Ron Stiers	Aye
John N. Lockwood	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: OTHER BUSINESS – BLIGHT ORDINANCE

Mr. Stiers asked County Attorney Brendan Hefty what progress had been made on the County's new blight ordinance. Mr. Hefty reported he had provided some new legislation on clutter to Assistant County Administrator Justin Stauder for review. This legislation would allow the County to prohibit "clutter" and would be another vehicle to aid the County in cleaning up. He noted he would touch base with Mr. Stauder to see if there was anything he may wish to present to the Board.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

Mr. Evelyn announced the Board's next regularly scheduled meeting would be held at 6:00 p.m. on Monday, July 12, 2021 and the next work session would be held at 9:00 a.m. on Wednesday, June 30, 2021, in the Boardroom of the County Administration Building, 12007 Courthouse Circle, New Kent, VA.

Mr. Tiller moved to adjourn. The members were polled:

Patricia A. Paige Aye Ron Stiers Aye John N. Lockwood Aye C. Thomas Tiller, Jr. Aye Thomas W. Evelyn Aye

The motion carried. The meeting was adjourned at 2:41 p.m.

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)		a part of the record.		d and that it be made s presented and that	
rigeriaa reerris)			the record, with the		
Subject		Approve Appropriati Study	on for Eltham Water a	and Sewer Extension	
Issue		water and sewer ex- requested the count	do a Preliminary Engitensions into Eltham. Ty extend water and sect with a high project	A developer has ewer into the Eltham	
Recommendation		Appropriate \$35,000.00 from the Utility Fund Balance to do this study as it was not part of the approved FY22 Budget.			
Fiscal Implications		Minimal impact on Utility Fund reserve			
Policy Implications		None			
Legislative History		None			
Discussion					
Time Needed:			Person Appearing:	Larry Dame	
Request prepared by:	Larr	y Dame	Telephone:	804 966 9678	
Copy provided to:					
REVIEWERS:		D. C.	A . 17	D. I.	
Department		Reviewer	Action	Date	
Public Utilities Administration		Dame, Larry	Approved	8/3/2021 - 8:31 AM 8/3/2021 - 8:37 AM	
Attorney		Hathaway, Rodney Hefty, Brendan	Approved Approved	8/3/2021 - 9:43 AM	
,,		c. c, , D. chadh	pp. 0 * 0 a	5,5,2521 5.157(11	

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Miscellaneous

approve the Consent Agenda as presented as that it be made a part of the record. Motion: "Mr. Chairman, I move to (not required for Consent I move to approve the Consent Agenda as presented and that Agenda items) it be made a part of the record, with the following changes: Approval of PowerPhone Software Purchase Contract Subject Purchase agreement for PowerPhone's Total Response Software, Issue an emergency medical dispatch system. Staff recommends authorizing the County Administrator to Recommendation execute the proposed agreement in a form approved by the County Attorney. The Sheriff's office has received a grant from the Department of Fiscal Implications Criminal Justice to pay for the software system, which totals \$68,007.00. Per the County's purchasing policy, any contract over \$50,000 **Policy Implications** shall be approved by the Board of Supervisors. Legislative History NA The software allows dispatchers to quickly narrow down the caller's type of medical or trauma situation, to better dispatch Discussion emergency services, and provide quality instruction to the caller before help arrives. Time Needed: NA Person Appearing: NA Request Rodney Hathaway, (804) 966-9683 Telephone: County Administrator prepared by: Copy provided to:

ATTACHMENTS:

Description Type

PowerPhone Agreement Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	8/2/2021 - 10:34 AM
Administration	Hathaway, Rodney	Approved	8/2/2021 - 10:34 AM
Attorney	Hefty, Brendan	Approved	8/2/2021 - 2:27 PM





Call Handling System

System Implementation Plan

New Kent Sheriff's Office 11995 Courthouse Circle New Kent, VA 23124

Table of Content

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IMPLEMENTATION PROGRAM	3
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Agency Overview

New Kent Sheriff's Office is located in New Kent, Virginia and has a population of 23,091. The 911 call center dispatches police, fire, and medical responders. There are 19 telecommunicators and 2 supervisors. Resources dispatched are managed using ID Networks CAD at their 4 concurrent consoles with a total of 5 workstations located at their center. New Kent Sheriff's Office is purchasing Total Response to support all emergency calls (law, fire, medical).

During discussions with this agency, it was identified that:

- 1. New Kent Sheriff's Office would like their call handling to be more consistent and efficient.
- 2. Having a structured call handling process and technology will allow the telecommunicators to be able to provide the best level of service to their callers and responders, reducing liability and help to better protect responders.
- 3. Having an effective call assessment program will help to evaluate New Kent's standard of care and measure the consistency of their call handling, ensuring that their staff continues to improve their call handling standards.

PowerPhone's Recommended Solution

Total Response will help your agency meet the previously mentioned objectives by maintaining effective call handling through the deployment of training, tools, and ongoing assessment. This will ensure the skills and processes performed by staff remain consistent and effective. How PowerPhone will help with each objective is outlined below.

- 1. Training Consistency. PowerPhone's training program combines interactive online learning modules with PowerPhone instructor lead sessions. This will be the foundation for your telecommunicators to start more consistent call handling processes. Each new staff member will complete a foundation module and a theory module in Emergency Medical, Fire Service, and Law Enforcement Dispatch. At the completion of each theory module, they will be required to complete an interactive online training session with a PowerPhone instructor. In the session, concepts will be reviewed, and role plays completed to help them in application of all the skills learned online.
- 2. **Structured Call Handling**. To help reinforce the concepts learned in the certification training, additional training is then provided in the use and operation of Computer Aided Call Handling (CACH) software. The training will provide guidance to telecommunicators in how to use the protocols, procedures, alerts, and SOPs in the software during live calls.
- 3. Effective Call Assessment. Knowing how important it is to review processes to make sure your agency meets its objectives, call assessment training and an assessor module are included in the program. This will allow your agency to bring together the essential elements of call assessment: the voice recording, appropriate questions that should have been asked during the call (protocol) and the information provided by the caller during the call (call data record). Using a series of screen templates, the individual doing the call review will be able to objectively assess the call handling process and save the outcome of that process. Over time, these records will help to demonstrate trends in your call centers performance from which decisions can be made to ensure the performance standard of the call center continues to meet expectations.





Implementation Program

To keep implementation moving smoothly to meet your agency's timelines, it is important for your agency to be in constant contact with your assigned PowerPhone Implementation Manager (IM) and to follow the steps below. Some of the steps may occur simultaneously.

- 1. Initiation. To help support you in implementing Total Response, PowerPhone will be assigning an Implementation Manager (IM) who will be your primary contact throughout the project. You are encouraged to reach out to your IM whenever questions arise. Their goal is to help your agency learn and understand how Total Response can help your agency improve processes.
- 2. Certification. All the telecommunicators and supervisors handling emergency calls, will be registered on our PowerPhone online training portal. Through this, they can complete certification and practicum modules. Upon successful completion of these programs, they will attain a certification status that is valid for 2 years. From the date of registration, each student has 60 days to complete the certificate course, including the final test and practicum. If not reminded by supervisors, experience has shown that it is easy for students to not commit soon enough to complete the program within the time provided. It is important that training be completed to meet your project timelines without interruption. Your IM will provide training progress updates of your staff to help ensure training is completed.
- 3. **Software Installation.** In parallel with certification training, the task of installing CACH on your server and workstations can take place. The first step will be to complete the PowerPhone Technical Survey. Installation and maintenance will be *completed by using Rescue by LogMeIn*. Your technical staff should have already reviewed and approved the specifications below that were provided to you earlier in the process in the Total Response System Implementation Requirements document. IT must be available to give PowerPhone's IT staff permission to complete the installations. Your agency should have already reached out to your **Computer Aided Dispatch (CAD)** to make them aware of this purchase and to coordinate their connection to PowerPhone's Computer Aided Call Handling (CACH) software. Pricing is based on the use of <u>4</u> concurrent workstations. The following are the hardware and software technical requirements needed for installation of Computer-Aided Call Handling (CACH) Standard* software:

Software Requirements⁺:

Server

- Windows Operating System
- On-premises MS SQL Server (not Express)
- .NET Framework

Client

- Windows Operating System
- MS SQL Express (will be installed by PowerPhone as required)
- Microsoft Word
- .NET Framework

Hardware Minimum Requirements:

Server

- Dual core processor with 4 MB cache, 2.0 GHz or higher
- 4GB RAM or higher
- 80GB SAS hard drive with RAID

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Client

- Intel Pentium Core i3 or higher CPU (Intel Core i7 recommended)
- 4GB RAM or higher
- 1.5 GB of available hard drive space
- Screen resolution of 1280 x 1024; dual graphics card recommended if cohabitating with other systems (e.g., CAD)
- * A PowerPhone technician will perform the installation, updates, and maintenance, which will be managed by Log Meln Rescue. The customer must provide their IT staff for access to the server and each workstation.
- *PowerPhone supports the versions supported by Microsoft (recommended items in **bold**). As of 9/30/2019, Microsoft supports:

Windows Server: 2012 & 2012 R2, 2016, 2019

MS SQL Server (and MS SQL Express): 2012 SP4, 2014 SP3, 2016 SP2

.NET Framework: 3.5 SP1, **4.5.2** through 4.8

Windows: 7, 8.1, 10

MS Word: 2010 SP2, 2013 SP1, 2016, 2019

- 4. **Call Assessor Training.** Staff designated to perform ongoing call assessments will be enrolled in an additional Call Assessment certification course. This will provide them with the skills to perform this task along with how to use the Assessor Modules. They have 30 days to complete this training.
- 5. Configuration Training. Your IM will conduct a workshop to help your supervisory staff configure CACH to improve your agency's processes. The first step will be to review your current processes, then training will occur on how the various licenses in CACH work together in the call handling process. With that baseline understanding, your agency will be able to work with your IM to configure CACH to help create consistent processes. Configuration includes decisions on how CACH will be started, how information will be used to change the CAD codes, how various alerts will be triggered and what else will need to occur to support your agency's call handling process.
- 6. End User Training. Training will focus on using the call handler license for your line level personnel. The supervisory staff who participated in the configuration training will also participate in this training to help reinforce the rational as to how and why the program is being implemented. This will help staff better internalize why they need to use the program and how it can help them. With this approach, your agency will have a higher level of buy-in for using the program.
- 7. **Go Live.** On the date when you and your Implementation Manager agree to commence live operational use of Total Response, they will be available to answer any questions that arise and help if any unforeseen problems operating CACH arise.
- 8. Call Assessment. With call records now being created, the members of staff designated as Assessors should start a regular process of call assessment and increase the volume of calls sampled as they refine their process. It will take several months to build enough data to identify trends. In the short-term, assessment records will help determine whether any reinforcement training is required either in use of the protocols or general communication skills.





Post Implementation

With 6 to 12 months of assessment data gathered, your agency will be ready to consider purchasing Accreditation. Our accreditation program has been designed to enable agencies to receive third party validation of achieving the aims and objectives that triggered the decision to introduce Total Response. As a mark of excellence, your accreditation award demonstrates your agency's ongoing commitment to strive for continual improvement both in terms of operational procedure but also the development of the personnel who deliver these services.

Project Contact

PowerPhone will be assigning an Implementation Manager (IM) who will be in touch with you in the next 10 business days. To streamline communication during the implementation process, your IM will be your sole point of contact. If you have any questions before you are contacted by your IM, please contact your Account Manager:

Brian Griffin 203.350.0894

bgriffin@powerphone.com

The following person will serve as primary points of contact for your agency for this project: Katherine Cheeley 804.966.9515

kmcheeley@newkent-va.us

Project Payment Schedule

Payment #	Milestone	Amount Due	Percentage
1	Approval Code Received (Net 30 days)	\$68,007.00	100%

- Agency approval code/ PO #:
- Payments should be made payable to PowerPhone
- Please mail payments to 1321 Boston Post Road, Madison, CT 06443
- PowerPhone's Federal Tax ID #: 06-1121538

For PowerPhone:	For Customer:	
Ву:	Ву:	
Patrick Kelly		
(Type or Print Name)	(Type or Print Name)	
Title: <u>Director of Operations</u>	Title:	
Date: 7/13/2021	Date:	

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SOFTWARE LICENSE AGREEMENT

This Software License Agreement is hereby entered into between PowerPhone, with offices at 1321 Boston Post Road, Madison, CT 06443, and New Kent Sheriff's Office with offices at 11995 Courthouse Circle, New Kent, VA. 23124 on the following terms and conditions.

The Exhibit(s) listed below are incorporated and made part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement (Software License Agreement) will take precedence over any Exhibits

1. LICENSED PRODUCT

The parties are entering into this Agreement to establish an arrangement whereby PowerPhone is licensing certain application software programs, as described more fully in Attachment A – Licensed Product Schedule (the "Licensed Product") on terms and subject to the conditions set forth herein.

2. SCOPE OF USE

PowerPhone expressly reserves all rights in the Licensed Product not specifically granted to Customer.

- **2.1 Delivery & Installation.** Unless otherwise agreed in writing, PowerPhone shall be responsible for installing the Licensed Product on the computer system provided by Customer.
- **2.2 Operating License.** Customer is granted a nonexclusive license to install the Licensed Product for internal use on appropriately configured equipment and to install, store, load, execute and display (collectively, the "Licensed") the Licensed Product by no more than the licensed quantities defined in Attachment A Licensed Product Schedule, at any one time. The Licensed Product may be deleted from a machine on which it was originally installed and may be relocated to and used on another machine by Customer, subject to the foregoing limitations. In the event Customer exceeds the number of permitted concurrent users or instances, Customer shall pay to PowerPhone the appropriate license fees for the additional usage.

3. ACCEPTANCE

The Licensed Product shall be deemed accepted by Customer unless Customer notifies PowerPhone in writing of a material defect in the Licensed Product within thirty (30) business days after delivery and commencement of the Operating License (the "Test Period"). If material defects are discovered during the Test Period, Customer shall provide a written "punch list" identifying the specification at issue and explaining why the Licensed Product does not meet the specification. PowerPhone shall have a reasonable opportunity to correct, replace or provide functional "workarounds" for all punch list items or to commence corrective action reasonably acceptable to Customer and proceed with reasonable diligence to completion. Upon notice of correction, the Test Period shall be repeated. If Customer makes substantial beneficial use of the Licensed Product, it shall conclusively be deemed accepted and any outstanding punch list items shall be addressed to the extent provided under Section 6 — Warranties & Limitation of Liabilities, or Section 4 - Support Services.

4. SUPPORT SERVICES

4.1 Maintenance. The PowerPhone shall provide support services for the Licensed Product beyond any warranty coverage described in Section 6 – Warranties, in accordance with a separate Software Maintenance Agreement.

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4.2 Training. In consideration of Customer's payment of a training fee, PowerPhone shall provide Customer the number of consulting days and training services identified on the Licensed Product Schedule for training Customer's employees in the operation of the Licensed Product.

5. CONFIDENTIAL & PROPRIETARY INFORMATION

Customer agrees that aspects of the License and Licensed Product, including, but not limited to, the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of PowerPhone. Customer agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of PowerPhone. Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Customer agrees to use the Licensed Product for the sole purposes set forth in this Agreement and during the term of this Agreement and for no other purpose and at no other time. Title to Licensed Product and documentation shall remain solely with PowerPhone.

6. WARRANTIES & LIMITATION OF LIABILITIES

LIMITED WARRANTY. PowerPhone warrants that for a period of one (1) year from the date of install from PowerPhone: (i) the media on which the Licensed Product is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Licensed Product substantially conforms to its published specifications. Except for the foregoing, the Licensed Product is provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer's exclusive remedy and the entire liability of PowerPhone and its suppliers under this limited warranty will be, at PowerPhone's option, repair, replacement, or refund of the Licensed Product. In no event does PowerPhone warrant that the Licensed Product is error free or that Customer will be able to operate the Licensed Product without problems or interruptions.

This warranty does not apply if the Licensed Product (a) has been altered, except by PowerPhone, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by PowerPhone.

DISCLAIMER. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

IN NO EVENT WILL POWERPHONE OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF POWERPHONE OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall PowerPhone's or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules, or any software for which PowerPhone does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

7. TERMINATION

This License is effective until terminated. Customer may terminate this License at any time by destroying all copies of Software, including any documentation. In the event that the Customer fails to comply with any provision of this license, PowerPhone shall provide the Customer with written notice to terminate the license unless mutually agreed measures to correct the breach are not put in place within 30 days of the notice date.

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Upon termination, Customer must destroy all copies of Licensed Product. Termination shall have no effect on the parties' rights or obligations to safeguard and respect Confidential & Proprietary Information under Section 5 - Confidential & Proprietary Information, or rights or obligations under Section 6 - Warranties & Limitation of Liabilities.

8. GOVERNING LAW/ARBITRATION

The jurisdiction where the Customer's office is located shall govern all claims and disputes under this agreement, including breach of contact claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort. Nothing contained herein will be deemed to be a waiver of any right that may exist to remove an action filed in state court or federal court.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement.

For PowerPhone:	For Customer:
By: Pleer	By:
Patrick Kelly	
(Type or Print Name)	(Type or Print Name)
Title: <u>Director of Operations</u>	Title:
Date:7/13/2021	Date:

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/Date_

Initials

ATTACHEMENT A - LICENSED PRODUCT SCHEDULE

Customer Name: New Kent Sheriff's Office, VA.

Customer Reference Number (CRN): TBD

		License	License	
SKU#	ITEM	Type	Quantity Note	Note
TRSL	CACH Single Server License	Instance	1	
TRCHL	CACH Call Handler Module License	Concurrent	4	
TRSML	CACH Protocol Manager Module License	Concurrent	1	
TRCAL	CACH Assessment Module License	Concurrent	1	
TRSPVL	TRSPVL CACH Supervisor Module License	Concurrent	1	
TRAL	CACH Administrator Module License	Concurrent	1	
TRAPI	CACH Application Programming Interface	Site	1	For interface to third party software
	(API)			
TRILM	ILM Module License	Site	0	Incident Linked Multimedia
TRCL	CACH Lite License	Instance	0	

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New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Miscellaneous

	approve the Cor a part of the rec	nsent Agenda as present ord.	ed and that it be made		
Motion: "Mr. Chairman, I move	to or				
(not required for Conse					
Agenda items)	I move to appro	ve the Consent Agenda rt of the record, with the			
Subject	Approval of Agre Extensions	eement for Rt 106 Phase	2 Water & Sewer		
Issue	Drive and crossi economic develo	Extension of public utilities south on Rt 106 to Business Park Drive and crossing to the east side of Rt 106. Prospective economic development projects have pushed the necessity of this project to the forefront.			
Recommendation	Authorize the Co	Authorize the County Administrator to sign the agreement			
Fiscal Implications	The project is in Improvement Pla	cluded in DPU's approve an	d FY2022 Capital		
Policy Implication	s none	none			
Legislative History	y none	none			
Discussion	on Rt 106 to Bus	extend water lines and f siness Park Drive, to ser opment projects in that a	ve prospective		
Time Needed:		Dorson Annopring			
Request		Person Appearing:			
prepared by:	Mike Lang	Telephone:	966 9625		
Copy provided to:	County Attorney	·			

ATTACHMENTS:

Description Type

Bid Tabulation Cover Memo
Engineer's Review & Recommendation Cover Memo
WC Via Qualification Statement Cover Memo

REVIEWERS:

Department Reviewer Action Date

Public Utilities Dame, Larry Approved 7/27/2021 - 7:41 AM

Administration Attorney

Hathaway, Rodney Approved Hefty, Brendan

Approved

7/30/2021 - 4:02 PM 8/2/2021 - 10:29 AM

New Kent County DPU Route 106 Utility Improvements Phase II IFB- 21-2108

BIDTABILATION SHEET

Time: 10:00 AM	Bid Opening Date: <u>Wednesday, July 7, 2021</u>						
Opened By: Mike Lang	\						
Tallied By: Chris Soldan	lan						

Contractor	Base Bid Total	Alternative A	Alternative B
Walter C. Via	526, 966.00	-106,356.00	4,000.00
Kelvic Construction	1,060,752.60	99 4, 883.10	11, 370.49



Mr. Mike Lang Assistant Director of Public Utilities 7051 Poindexter Road New Kent, Virginia 23124

Subject:

Route 106 Utility Improvements Phase II

Bid Award Recommendation

Dear Mr. Lang:

On July 7, 2021 the bid opening for the above-referenced project was held. There were two (2) responding bidders. The bidders were:

- Walter C. Via Enterprises, Inc.
- Kelvic Construction Company, Inc.

All bidders provided a bid bond and delivered their bid to the County before the 10:00 A.M. due time. Therefore, all of the submitted bids were deemed legitimate and responsive.

Based on the bids, the apparent low bidder was Walter C. Via Enterprises, Inc. in the amount of \$526,966.00. The next low bid was submitted by Kelvic Construction, Inc. in the amount of \$1,060,752.60.

According to the Virginia Department of Occupational Regulation, Walter C. Via Enterprises, Inc has been licensed since October 23, 1984 as a Class A contractor in the State of Virginia with no open complaints on file. Their current license expires October 31, 2022.

Based on the Basis of Bid that was submitted by Walter C. Via Enterprises, Inc. the bid conforms to the requirements stated in the Invitation for Bid. The Contractor submitted a list of previous projects upon our request. They have extensive experience with utility construction, and have successfully completed similar projects for the County. Based on the information provided, it appears that Walter C. Via Enterprises, Inc. is capable to perform the work and fulfill the requirements of the contract.

Arcadis U.S., Inc. 9954 Mayland Drive Suite 2400 Richmond Virginia 23233 Tel 804 740 0181 Fax 804 217 8292 www.arcadis.com

Water Division

Date:

July 23, 2021

Contact:

Chris Soldan

Phone:

804-665-1095

mail.

Chris.soldan@arcadis.com

Our ref: 30003473

1/2

M. Lang July 23, 2021

Based on the review of the Bids and the Contractor's references, Arcadis recommends that the County award the contract for the Route 106 Utility Improvements Phase II (IFB 21-2108) to Walter C. Via Enterprises, Inc.

If you require any additional information or have any questions or concerns, please contact us at your earliest convenience.

Sincerely,

Arcadis U.S., Inc.

Chris Soldan, PE

Principal Environmental Engineer

Copies:

Larry Dame (NK)

Kris Edelman (Arcadis)

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1.	SUBMITTED BY:	
	Official Name of Firm:	Walter C. Via Enterprises, Inc.
	Address:	P.O. Box 592, West Point, Virginia 23181
2.	SUBMITTED TO:	County of New Kent Department of Public Utilities
		7051 Poindexter Rd.
		New Kent, VA 23124
3.	SUBMITTED FOR:	Route 106 Utility Improvements Phase II
	Owner:	County of New Kent
	TYPE OF WORK:	The project consists of the construction of approximately 1,900 LF
		of 12-inch waterline, 1,500 LF of 4-inch sanitary sewer forcemain,
		and 400 LF of 8-inch gravity sewer extending along Route 106 in New Kent County.
4.	CONTRACTOR'S CONTACT	T INFORMATION
	Contact Person:	Teresa V. West
	Title:	Vice President
	Phone:	804-785-2288
	Email:	teresa@wcvia.com

5.	AFFILIA	ATED COMPANIES:	
	Name	: .	None
	Addre	ss:	
6.	TYPE (OF ORGANIZATION:	
		SOLE PROPRIETORSHIP	- -
		Name of Owner:	
		Doing Business As:	
		Date of Organization:	
		PARTNERSHIP	
		Date of Organization:	
		Type of Partnership:	
		Name of General Partr	ner(s):
	\checkmark	CORPORATION	
		State of Organization:	Virginia
		Date of Organization:	April 1980
		Executive Officers:	
		- President:	Walter C. Via
		- Vice Presiden	t(s): Judy C. Via
			Teresa V. West
		- Treasurer:	Tammy V. Price
		- Secretary:	Tammy V. Price
		Converight @ 2012 National Soci	EJCDC* C-451, Qualifications Statement,

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LIMITED LIABILITY COMPANY	
State of Organization:	
Date of Organization:	
Members:	
·	
JOINT VENTURE	
Sate of Organization:	
Date of Organization:	
Form of Organization:	
Joint Venture Managing Partner	
- Name:	
- Address:	
Joint Venture Managing Partner	
- Name:	
- Address:	
Joint Venture Managing Partner	
- Name:	
- Address:	
7 LICENSING	
	Qualifications Statement. al Engineers, American Council of Engineering Companies,
and American Society of	Civil Engineers, All rights reserved. 00 45 13-3 of 8

		Jurisdiction:	Virginia	
		Type of License:	Class A Contrac	tors - H/H CBC RBC
		License Number:	2701025441	
		Jurisdiction:		
		Type of License:		
		License Number:		
8.	CERTIFICATIO			CERTIFIED BY:
		Disadvantage Business Ent	terprise:	
		Minority Business Enterpri	ise:	
		Woman Owned Enterprise	e;	
		Small Business Enterprise:		Commonwealth of Virginia Dept of Small Business & Supplier Diversity SWAM #667177 Exp. Aug. 17, 2022
		Other ():	
9.	BONDING IN	FORMATION		
		Bonding Company:	The Hartford Insu	ırance Company
		Address:	4480 Cox Road,	Suite 200
			Glen Allen, VA 2	23060-6751
		Bonding Agent:	Assured Partner	s
		Address:	P.O. Box 11005	
			4905 Dickens Ro	l. Suite 200
			Richmond, VA 2	3230
		Contact Name:	Robert Quicke	
		Phone:	804-355-7984	
		Aggregate Bonding Capaci	ity: \$10,000,000.	00
		Available Bonding Capacit		
10.	FINANCIAL II	NFORMATION		

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Financial Institution:	Essex Bank
Address:	P.O. Box 859
	West Point, Virginia 23181
Account Manager:	Mark Ware
Phone:	804-843-4347
INCLUDE AS AN ATTACHI LAST 3 YEARS	MENT AN AUDITED BALANCE SHEET FOR EACH OF THE
CONSTRUCTION EXPERIENCE:	
Current Experience:	
List on Schedule A all uncompleted participant's projects separated	projects currently under contract (If Joint Venture list y). See Attached
Previous Experience:	
List on Schedule B all projects comp participant's projects separately). S	leted within the last 5 Years (If Joint Venture list each ee Attached
Has firm listed in Section 1 ever failed to	complete a construction contract awarded to it?
YES NO	
If YES, attach as an Attachment deta	ils including project wwner's contact information.
	venture participant, or proprietor ever failed to led to them in their name or when acting as a principal
YES NO	
If YES, attach as an Attachment deta	ils including Project Owner's contact information.
	es or litigation pending or outstanding involving the firm or any of its partners if a partnership or any of the
☐ YES ☑ NO	
If YES, attach as an Attachment deta	ails including Project Owner's contact information.
SAFETY PROGRAM:	
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11.

12.

include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA Form 300A - Summary of Occupational Injuries and Illnesses for each of the past 5 years. When requested by Owner or Engineer after receipt of Bids, promptly submit OSHA Form 300 - Log of Work-Related Injuries and Illnesses, for each of the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. NONE

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last five years (indicate disposition as applicable) - IF NONE SO STATE.

NONE

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2020/2021	EMR	.85
YEAR	2019/2020	EMR	.82
YEAR	2018/2019	EMR	.80
YEAR	2017/2018	EMR	1.04
YEAR	2016/2017	EMR	1.08

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2020	TRFR	0
YEAR	2019	TRFR	5.73
YEAR	2018	TRFR	2.84
YEAR	2017	TRFR	0
YEAR	2016	TRFR	0

Total number of man-hours worked for the last 5 Years:

YEAR	2020	TOTAL NUMBER OF MAN-HOURS	67,913
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	69,760
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	70,461
YEAR	2017	TOTAL NUMBER OF MAN-HOURS	75,059.25
YEAR	2016	TOTAL NUMBER OF MAN-HOURS	63,062.25

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2020	DART	0
YEAR	2019	DART	5.73
YEAR	2018	DART	2.84
YEAR	2017	DART	0
YEAR	2016	DART	0

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on Schedule C all pieces of major equipment available for use on Owner's Project.

See Attached

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION:	Walter C. Via Enterprises, Inc.
MANUE OF ORGANIZATION.	A

BY: Just V. Mist

TITLE: Vice President

DATED: July 13, 2021

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 13 DAY OF July , 2021

NOTARY PUBLIC - STATE OF Virginia

MY COMMISSION EXPIRES: 6/30/2024

REQUIRED ATTACHMENTS

- 1. Schedule A (Current Experience).
- 2. Schedule B (Previous Experience).
- 3. Schedule C (Major Equipment).
- 4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
- 5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
- 6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
- 7. Required safety program submittals listed in Section 13.
- 8. Additional items as pertinent.

EICDC C-451, Qualifications Statement.

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Eastern Middlesex Regional County Water System Phase 1B	Name; Middlesex Water Authority P.O. Box 428 Address: Saluda, VA 23149 Telephone: 804-758-4330	Name: Jomar Pablo Company: Bowman Consulting Group, LTD Telephone: 757-229-1776	11/2020 - 11/2021	Regional Water System extension 3,000LF 8" C900 line, 16,000LF 12" C900 line, meters hydrants, 4 bores, gate valves, air releases.	91%	\$1,906,331.93
Eastern Middlesex Regional County Water System Phase 2	Name: Middlesex Water Authority Address: P.O. Box 428 Saluda, VA 23149 Telephone: 804-758-4330	Name: Jomar Pablo Company: Bowman Consulting Group, LTD Telephone: 757-229-1776	12/2020 - 11/2021	Regional Water System extension 2,500LF 6" C900, 19,999LF 8" C900 20,500LF 12" C900 line meters, hydrants, 17 bores, gate valves, air releases.	88%	\$3,762,103.90
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
National Lane Sanitary Sewer Project County of York, VA	Name: Richard Sutton Address: Alexander Hamilton Blvd. Yorktown, VA 23690 Telephone: 804-897-1863	Name: Caleb Seegers, Public Works Engineer Company: County of York Telephone: 804-890-3779	8/2020 - 11/2020	Installation 2,350LF 2" SCH 80 low pressure FM, 2,100 LF,1 1/2" SCH80 FM, 23 E-One grinder pumps and cleanout. 31 valve vaults 3 air relief valves.	Complete	\$589,886.88
Chalkley Road Waterline Utilities Chesterfield, VA	Name: Anne Urenda P.O. Box 51 Address: Chesterfield, VA 23832 Telephone: 804-405-6512	Name: Olivia J. Lankford Austin, Brockenbrough Company: & Associates Telephone: 804-592-3900	7/2020 - 12/2020	Installation 1,92LF 8" DI 2,948LF 16" DI waterline	Complete	\$811,599.73
Rt. 618 Waterline Extension New Kent Co. Dept. of Public Utilities	Name: Mike Lang Address: 7051 Poindexter Road New Kent, VA 23124 Telephone: 804-966-9625	Name: Dan Villhauer, PE Company: Dewberry Telephone: 804-205-3342	11/2019 - 8/2020	Install 9,535LF 6" PVC waterline, a pressure reducing facility.	Complete	\$1,634,948.98
Gay Avenue and Eanes Lane Watertine Abandonment and Replacement Henrico, VA	Name: Victor Valenzuela, PE Address: 10401 Woodman Road Glen Allen, VA 23060 Telephone: 804-727-8727	Name: Heather Campbell Company: Dewberry Telephone: 804-290-7957	1/2020 - 5/2020	Install 880LF 8" water main, 144OF 6" water main. Hydrants, meter assemblies, new service line to transfer water service to main line. Abandonment of 6" water	'	\$637,918.92
Rt. 10 -16" Waterline Extension Phase II Isle of Wight County	Name: Owen Powell Address: P. O. Box 80 Address: Isle of Wight, VA 23397 Telephone: 757-373-8442	Name: Terry Lucas, PE Company: Whitman, Requardt Associates, LLP Telephone: 804-272-8700	11/2019 - 10/2021	Installed 17,800 LF of 16" waterline.	Complete	\$2,821,226.80
Cedar Lane Waterline Improvements Hanover, VA	Name: Steven Herzog Address: P.O. Box 470, Hanover, VA 23069 Telephone: 804-365-6022	Name: Olivia Langford Company: Austin Brockenbrough Engineering & Consulting Telephone: 804-592-3900	7/2019-10/2019	Construction of 3,220LF 16" and 18" waterlines.	Complete	\$749,019.56
Gloucester Area Headquarters Ware/House Landing Road Pump Station and Force Main Extension	Name: Virginia Dept. of Transporation Address: Fredericksburg District Telephone: 540-696-3405	Name: Doug Will, P.E. Company: MSA, P.C. Telephone: 804-371-7541	7/2019 - 11/2019	Construction of Pump Station, FM extension & associated sanitary line. 1,200LF to receive sewage. Directional drilling FM.		\$260,050.00

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
River Road Pressure Reducing Valve and Vault and Hull Street Rd. Water Line Improvements	Name: Anne Urenda Address: P.O. Box 51 Chesterfield, VA 23832 Telephone: 804-768-7483	Name: Stacey Le Company: Whitman, Requardt Associates, LLP Telephone: 804-327-5328	11/2018 - 7/2019	River Rd-Construction of pressure reducing valve vault, 46 LF water line. Hull Street Rd. 45LF 8", 732 LF of 12" water line.	Complete	\$952,575.00
Chickahominy Bluffs Phase 1 Water Replacement Henrico, VA	Name: Victor Valenzuela Address: 10401 Woodman Rd, Glen Allen VA 23060 Telephone: 804349-2266	Name: Tracy Fee Company: Brown and Caldwell Telephone: 804-205-5054	11/2018 - 6/2019	Install 1,680LF 8", 1,460LF 4" DI Class 52 watermain. Install 315LF 8", 755 4" water main. Abandonment 3,315LF 3", 6" and 8" water main 44 water services, 4 fire involvants.	Complete	\$890,682.00
HRSD-MP01800 Kirby Street Sanitary Sewer Rehabilitation West Point, VA	Name: Philip Hughes Address: 1434Air Rail Ave. Virginia Beach, VA 23455 Telephone: 757-323-7320	Name: Curt Nordeman Company: Whitman, Requardt Associates, LLP Telephone: 757-599-5101	11/2018 - 6/2019	Install pipelines, utilities and associated appurtenances to replac 440LF 10" VC pipe, 147i 12" VC pipe in tidal mars Rehab 1,185LF 12" VC	e LF h	\$600,222.32
Phase I Water Distribution System Improvements Emporia, VA	Name: Ed Daley Address: 201 South Main Street Emporia, VA 23847 Telephone: 434-634-3332	Name: Heather Campbell, PE Company: Dewberry Engineer, Inc. Telephone: 804-290-7957	3/2018 - 1/2019	gravity sewer, 3 manhor Construction of 5,740LF 12" waterline, 750LF 8" 6,550 6" waterline. Hydrants water services abandonment of existing waterline.	Complete	\$2,277,803.52
Mimosa Park Water Rehabilitation Project ITB# 16-1227-7CE Henrico, VA 23228	Name: Jason Garofalo, PE Address: 10401 Woodman Rd, Glen Allen VA 23060 Telephone: 804-727-8728	Name; Michael Haggerty, P.E. Company: Draper Aden Associates Telephone: 804-553-4586	11/2016 - 5/2017	Transfer 49 water servic install 440LF 8" DI water main. Abandonment 4,055LF existing 2 1/4" water mains. Abandon 2 existing interconnectio	Complete	\$568,718.42
Bryan Parkway Area Sanitary Sewer Rehabilitation Henrico, VA	Name: Jason Garofalo, P.E. Address: 10401 Woodman Rd, Glen Allen, VA 23060 Telephone: 804-727-8728	Name: Michael Haggerty, P.E. Company: Draper Aden Associates Telephone: 804-553-4586	122010 - 412010	Rehab 12,450 LF 8" sewer, replace 4,170 LF sewer 400 laterals, 7 net manholes, replace 15 manholes Replace 300L 4" water main, 80 existin water services	V Complete	\$5,414,764.96
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

PURCHASE DATE	CONDITION	ACQUIRED VALUE
October 2019	New	\$202,412.79
June 2017	Good	\$57,915.00
April 2021	New	\$26,311.32
May 2018	New	\$170,000.00
M ay 2018	New	\$170,000.00
October 2020	Good	\$39,500.00
September 2013	Good	\$130,950.94
	October 2019 June 2017 April 2021 May 2018 May 2018 October 2020	October 2019 New June 2017 Good April 2021 New May 2018 New May 2018 New October 2020 Good

+ + END OF QUALIFICATIONS STATEMENT + +

EJCDC* C-451, Qualifications Statement.

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Walter C. Via Enterprises, Inc. Balance Sheet December 31, 2018

Assets

Current Assets	
Cash	\$ 1,969,217
Accounts receivable	372,241
Marketable securities	8,563
Costs in excess of billings	21,592
Current portion of notes receivable	5,235
Other current assets	 13,089
Total Current Assets	2,389,937
Property and Equipment	1,548,797
Other Assets	
Notes receivable	 128,882
Total Other Assets	128,882
Total Assets	\$ 4,067,616
Liabilities and Stockholders' Equity	
Current Liabilities	
Current portion of long-term debt	\$ 203,052
Accounts payable	80,098
Billings in excess of costs	22,516
Withheld and accrued liabilities	 1,727
Total Current Liabilities	307,393
Long-term Liabilities	
Notes payable	 383,974
Total Long-term Liabilities	 383,974
Total Liabilities	691,367
Stockholders' Equity	
Common stock issued	6,320
Additional paid-in capital	143,500
Retained earnings	3,217,866
Accumulated other comprehensive income	 8,563
Total Stockholders' Equity	 3,376,249
Total Liabilities and Stockholders' Equity	\$ 4,067,616

See accompanying notes and independent accountants' review report

Walter C. Via Enterprises, Inc. Balance Sheet December 31, 2019

Assets

7,000		
Current Assets		
Cash	\$	2,096,443
Accounts receivable		289,359
Marketable securities		9,843
Costs in excess of billings		424,188
Current portion of notes receivable		15,427
Other current assets		11,339
Total Current Assets		2,846,599
Property and Equipment		1,704,425
Other Assets		*
Notes receivable		138,057
Total Other Assets		138,057
Total Assets	\$	4,689,081
Liabilities and Stockholders' Equity		
Current Liabilities		
Current portion of long-term debt	\$	220,735
Accounts payable		206,029
Billings in excess of costs		48,932
Withheld and accrued liabilities		1,216
Total Current Liabilities	***************************************	476,912
Long-term Liabilities		
Notes payable		374,500
Total Long-term Liabilities		374,500
Total Liabilities		851,412
Stockholders' Equity		
Common stock issued		6,320
Additional paid-in capital		143,500
Retained earnings		3,678,006
Accumulated other comprehensive income		9,843
Total Stockholders' Equity		3,837,669
Total Liabilities and Stockholders' Equity	\$	4,689,081

See accompanying notes and independent accountants' review report

Walter C. Via Enterprises, Inc. Balance Sheet December 31, 2020

Assets

Current Assets		
Cash	\$	2,510,024
Accounts receivable		812,040
Costs in excess of billings		109,888
Securities and negotiable assets		8,197
Current portion of notes receivable		27,403
Other current assets		2,419
Total Current Assets		3,469,971
Property and Equipment		1,611,497
Other Assets		
Notes receivable		185,129
Total other assets		185,129
Total Assets	\$	5,266,597
Liabilities and Stockholders' Equity		
Current Liabilities	•	457.040
Current portion of long-term debt	\$	157,810
Accounts payable Other current liabilities		369,395 1,509
Total Current Liabilities		528,714
rotal Garrett Elabitates		020,714
Long-term Liabilities		240 200
Notes payable Total Long-term Liabilities		216,396 216,396
Total Long-term Liabilities		210,390
Total Liabilities		745,110
Stockholders' Equity		
Common stock		6,320
Additional paid-in capital		143,500
Accumulated other comprehensive income		8,197
Retained earnings		4,363,470
Total Stockholders' Equity		4,521,487
Total Liabilities and Stockholders' Equity	\$	5,266,597

Commonwealth Hirginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

1 Certify the Following from the Records of the Commission:

That Walter C. Via Enterprises, Inc. is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on April 3, 1980;

That the corporation's period of duration is perpetual; and

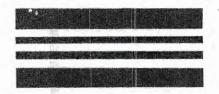
That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:

May 17, 2021

Bernard J. Logan, Clerk of the Commission



2021 ANNUAL REPORT COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION



1.	CORPORATION NAME:	
	Walter C. Via Enterprises, I	nc.

DUE DATE: 04/30/21

VA REGISTERED AGENT NAME AND OFFICE ADDRESS: OFFCR

SCC ID NO .: 0204802-3

WALTER C. VIA P.O. BOX 592 WEST POINT, VA 23181-0000

5. TOTAL NUMBER OF AUTHORIZED

SHARES: 5,000

- 3. CITY OR COUNTY OF VA REGISTERED OFFICE:
- STATE OR COUNTRY OF INCORPORATION: VA-Virginia

DO NOT ATTEMPT TO ALTER THE INFORMATION ABOVE. Carefully read the enclosed instructions. Type or print in black only.

6. PRINCIPAL OFFICE ADDRESS:

Mark this box if address shown below is correct	If the block to the left is blank or contains incorrect data please add or correct the address below.
ADDRESS: PO BOX 592	ADDRESS:
CITY/ST/ZIP WEST POINT, VA 23181-0000	CITY/ST/ZIP

7. DIRECTORS AND PRINCIPAL OFFICERS:

All directors and principal officers must be listed. An individual may be designated as both a director and an officer.

Mark appropriate box unless area below is blank: [Information is correct	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: Correction Addition Replacement
OFFICER X DIRECTOR X	OFFICER DIRECTOR
NAME: WALTER C VIA	NAME:
TITLE: President	TITLE:
ADDRESS: PO BOX 592	ADDRESS:
CITY/ST/ZIP: WEST POINT, VA 23181-0000	CITY/ST/ZIP:

I affirm that the information contained in this report is accurate and complete as of the date below.

SIGNATURE OF DIRECTOR/OFFICER

PRINTED NAME AND CORPORATE TITLE

3/2/21

It is a Class 1 misdemeanor for any person to sign a document that is false in any material respect with intent that the document be delivered to the Commission for filing.

2021 ANNUAL REPORT CONTINUED

CORPORATION NAME:

Walter C. Via Enterprises, Inc.

DUE DATE:

04/30/21

SCC ID NO .: 0204802-3

All directors and principal officers must be listed.

. DIRECTORS AND PRINCIPAL OFFICERS: (continued)	An individual may be designated as both a director and an officer.
Mark appropriate box unless area below is blank: Information is correct Information is incorrect Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: Correction Addition Replacement
OFFICER DIRECTOR D	OFFICER DIRECTOR
NAME: JUDY C VIA	NAME:
TITLE: Vice President	TITLE:
ADDRESS: POB 592	ADDRESS:
CITY/ST/ZIP: WEST POINT, VA 23181-0000	CITY/ST/ZIP:
Mark appropriate box unless area below is blank: Information is incorrect Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: Correction Addition Replacement
OFFICER DIRECTOR D	OFFICER DIRECTOR
NAME: TERESA V WEST	NAME:
TITLE: Vice President	TITLE:
ADDRESS: 11534 WINDING RIVER ROAD	ADDRESS: 598 Lake Pond Rd
CITY/ST/ZIP: PROVIDENCE FORGE, VA 23140-0000	CITY/ST/ZIP: Shuddlefords V+ 23156
Mark appropriate box unless area below is blank: [Information is correct	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below: Correction Addition Replacement
OFFICER DIRECTOR	OFFICER DIRECTOR
NAME: TAMMY VIA PRICE	NAME:
TITLE: SEC/TREAS	TITLE:
ADDRESS: P O BOX 794	ADDRESS:
CITY/ST/ZIP: WEST POINT, VA 23181-0000	CITY/ST/ZIP:
Mark appropriate box unless area below is blank Information is correct Information is incorrect Delete information	If the block to the left is blank or contains incorrect data, please mark appropriate box and enter information below Correction Addition Replacement
OFFICER DIRECTOR	OFFICER DIRECTOR
NAME:	NAME:
TITLE:	TITLE:
ADDRESS:	ADDRESS:
CITY/ST/ZIP:	CITY/ST/ZIP:



Construction Experience of Principal Individuals

Walter C. Via Enterprises, Inc. has been a Class A heavy highway contractor since 1974, specializing in general contracting, construction management, structural concrete, underground storm water, sanitary and water main installation, concrete site work, erosion control, demolition and excavation projects. Services extend to surrounding counties in Virginia including New Kent, York, James City, Hanover, Henrico, Chesterfield, King William, King & Queen, Mathews, Gloucester, Fauquier, Essex, Lancaster, Spotsylvania, Emporia, and the City of Williamsburg.

Key Personnel

Walter C. Via - President & Owner

With 45 years experience in underground utility construction, Walter effectively communicates with Superintendents and the Project Management staff on a regular basis to highlight progress, develop project goals, insure efficiency on the job site, develop a team that is well trained and proficient, identify hazards to implement safety protocol and analyzes the company's financial records to continue as a successful business in the community and for the committed employee TEAM.

Steven Whittaker - Project Manager/Estimator

Employed since October 1988 and beginning his career in the field completing projects on both residential and commercial sites Steven transitioned to Project Estimator with the acquired knowledge necessary to produce accurate estimates from conceptual and schematic drawings. His knowledge of construction assemblies allows him to identify constructability issues and address quickly. He consults with engineer, builder, trade contractors, and project managers on plan revisions and change orders. He builds relationships with material vendors, subcontractors and inspectors to insure projects run smoothly. Additionally, Steven is responsible for recruiting new talent, managing mechanics and overseeing welders deployed for field service. He also holds the following certifications: Newport News Water Certification, Confined Space Training, Certified Responsible E&S Land Disturber, Mineral Mining Certified Foreman and First Aid & CPR.

Richard A. Price - Superintendent

Employed since January 2001, Richard holds a B.S. from Ferrum College. He works directly with multiple crews in a physically demanding and fast paced environment to oversee and install underground pipe material, service lines, meters, storm, sanitary and water lines. He ensures that projects are built to requirements and specifications established by construction drawings and building codes. Richard is very proactive to problem solve in the field and provides mentorship to co-workers. He holds certifications including Newport News Water Certification, Certified Responsible E&S Land Disturber, Mineral Miner Certified Foreman, VTCA/VDOT E&S Certified, VDOT Intermediate Work Zone Traffic Control Training, ACI Concrete Field Testing Technician – Grade I, First Aid & CPR. Richard also holds a journeyman

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license for Plumbing and a VA Master Onsite Sewage System Operator license through the DPOR.

Jose Norzagaray - Foreman

Employed since March 2009, Jose is a self motivated crew leader with a strong work ethic. He leads by example and trains newly hired team members to grow within the organization. Jose reports any potential work interruptions, differing site conditions, changes in scope of work or discrepancies in plans that needs to be addressed. He consistently insures the highest quality output for each project with a focus on safety, profitability and completion of jobs within determined time frames.

Ryan C. Wilson - Foreman

Employed since June 2010, Ryan provides field supervision for crews directing all job site activities. He leads by example, making sound judgment decisions, promotes safety first and communicates expectations to make the job run as efficiently as possible while maximizing quality production. He shows initiative and presents a consistent can-do-attitude at all times. Ryan holds certifications as DEQ Responsible Land Disturber, Tappisafe Orientation, First Aid-CPR, VDOT E&S Control Contractor, VDOT Work Zone and Traffic Control, Escort Vehicle Driver Certificate and holds a Class A CDL Drivers License.

Christopher B. Chewning - Foreman

Employed since June 2012, Chris provides field supervision for crews directing all job site activities. He assigns job tasks based upon job requirements and the individual's expertise. Has the ability to operate and oversee a variety of types of heavy equipment with precision and safety. Promotes and maintains positive and effective working relationships and promotes good public relationships as a representative of the company. Chris meets all job safety requirements and all applicable OSHA safety standards. He holds the following certifications: First Aid-CPR, VDOT E&S Control Contractor, VDOT Work Zone and Traffic Control, Escort Vehicle Driver Certificate, Tappisafe Orientation and Holds a Class A CDL Drivers License.

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OSHA's Form 300A (Rev. 04/2004)

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable"
PDF documents, you can type into the input form fields and
then save your inputs using the free Adobe PDF Reader.

Year 20 20



U.S. Department of Labor Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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Total number of deaths	Total number of cases with days away from work	with job transfer or	Total number of other recordable cases						
0	0	0	0						
(G)	(H)	(1)	(J)						
Number of Days	;								
Total number of days away from work		Total number of days of job transfer or restriction							
0		0							
(K)	and a second sec	(L)							
Injury and Illnes	ss Types								
Total number of .									
(1) Injuries	0	(4) Poisonings	0						
(2) Skin disorders	0	(5) Hearing loss	0						
(3) Respiratory condit	tions O	(6) All other illnesses	0						

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless at displays a currently while OMB control masher. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Rount N-3644, 200 Constitution Avenue, NW, Washington, DC, 20210. Do not send the completed forms to this office.

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OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses CARREST AND CONTRACTOR OF CARREST AND CONTRACTOR OF CONTRA

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 20



U.S. Department of Labor Occupational Safety and Vealth Administration

Please Record:

- · Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- · Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- · Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8

CONTROL OF THE PROPERTY OF THE Reminders:

- · Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- · Feel free to use two lines for a single case if you need to.

Form approved OMR no. 1218-0176 Establishment name Walter C. Via Enterprises, Inc.

City West Point

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OSHA's Form 300A (Rev. 01/2004)



Summary of Work-Related Injuries and Illnesses

Form approved OMB no. 1218 0176

All establishments covered by Part 1904 most complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entires you made for each category. Then write the totals below, making sure you've added the entires from every page of the Log. If you had no cases, write "0".

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Number of C	ases		
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
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(G)	(H)	(1)	(n)
Number of D	lays	i di santa da santa d	
Total number of da from work	, ,	otal number of days of job insfer or restriction	
1387 V13		(i.)	
injury and ill	ness Types		
Total number of (M)			
Injuries	2	(4) Poisonings	0
278 S 15 1		(5) Hearing loss	0
Skin disorders	8	(6) All other illness	sesQ_
Respiratory conditie	DHS -		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burder for this collection of information as estimated to average 58 minutes per response, including time to review the unitrations, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it deploys a currently collection of minimal Hyon have any continued about these resuments of any other appears of the data collection, contact. US Department of Labor, OSHA Office of Mainteed Arralysis, Room N 3044, 200 Constitution Avenue, NW, Washington, DC 20280. Do not send the completed forms to due office.

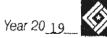
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OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health

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U.S. Department of Labor Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.6 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this										Establisha	eril name Wa	1te	r_0		/ia	Ent
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OSHA's Form 300A (Rev. 01/2004)



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Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Summary of Work-Related Injuries and Illnesses

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Number of C Total number of deaths	Total number of cases with days	Total number of cases with job	Total number of
	away from work	transfer or restriction	cases .
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(K)		(L)	
Injury and II	Iness Types		
Total number of (M)			0
Injuries	-	(4) Poisonings	0
Skin disorders	0	(5) Hearing loss (6) All other illnesse	
Respiratory conditi	ons 0	of the other linesse	5

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Street PO Box 592	
City West Point	State VAZIP 2318
Industry description (e.g., Manufacture of mote Construction	or truck trailers)
Standard Industrial Classification (SIC), if k	nown (e.g., 3715)
OR	
North American Industrial Classification (N	VAICS), if known (c.g., 33621 0
Employment information (if you Worksheet on the back of this page to estimate.)	don't have these figures, see the
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	37
Annual average number of employees	70461
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Annual average number of employees Total hours worked by all employees last yea	70461
Annual average number of employees Total hours worked by all employees last yea Sign hore Knowingly falsifying this document	70461
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OSHA's Form 300 (Rev. 04/2004)

Please Record:

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
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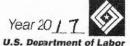
U.S. Department of Labor Occupational Safety and Health Idministration

Form approved OMs no. 1218-0176

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Reminders:

OSHA's Form 300A (Rev. 01/2004)



Summary of Work-Related Injuries and Illnesses

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this surnmary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log, if you

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Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(0)	(J)
Number of D	ays		
Total number of da from work		otal number of days of job insfer or restriction	•
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Total number of (M)			
Injuries	0	(4) Poisonings	_ 0_
Skin disorders	0	(5) Hearing loss	_0_
Respiratory conditi	Aug. 0	(6) All other illnesses	sO_

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Estab	lishment information	
Your osta	abilishment name Walter	C. Via Enterprises,Inc.
Street	PO Box 592	
City	West Point	State <u>VA</u> ZIP <u>23181</u>
Industry	description (e.g., Manufacture of mo	•
Standard	Industrial Classification (SIC), if	known (e.g., 3715)
OR		
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Annual av	verage number of employees	37
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OSHA's Form 300 (Rev 01/2004)

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death end about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health

care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feet free to

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Occupational Safety and Hoall Administration

Form approved 0)18 no. 1218-0176

Walter C. Via Enterprises, Inc.

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(A) Case	(B) Employee's name	(C) Job title	(D) Date of injury		(F) Describe injury or illness, parts of body affected,	CHECK ONLY ONE box for each case based on the most serious outcome for that case:			Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:					
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OSHA'S Form 300A (Rev. 01/2004)



Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for those forms.

Number of C	ases		
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
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Injury and H	ness Types		
Total number of (M)			
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Skin disorders Respiratory condition	0 0	(5) Hearing loss (6) All other illness	cs <u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 montes per response, including time to review the assumptions, search and gather the data needed, and complete and evens the collection of information. Persons are not required to respond to the collection of information that which control burden If you have any comments adout News estimates or any other aspects of this data collection, contact. US Department of Labor, OSHA Office of Sastastical Analysis, Room N 3644, 200 Constitution Avenue, NW, Washington, DC 10210. The not wend the completed forms to this office.

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OSHA's Form 300 (Rev. 01/2004)

form. If you're not ever whether a case is recordable call your local OSHA affice for help

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer.

days away from work, or medical treatment beyond first aid. You must also record significant work-telated injuries and illnesses that are diagnosed by a physician of licensed health care professional. You must also record work-telated injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904 8 through 1904, 12. Feel fiee to

use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSI IA Form 301) or equivalent form for each injury or illness recorded on this

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational salety and health purposes.

Year 20₁₆

U.S. Department of Labor Occupational Safety and Health Administration

Form approved OFR no. 1918-0176

Walter C. Via

Enterprises, Inc.

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COMMONWEALTH of VIRGINIA

EXPIRES ON 10-31-2022

Department of Professional and Occupational Regulation 9960 Mayland Drive, Suite 400, Richmond, VA 23233 Telephone: (804) 367-8500

NUMBER 2701025441

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC H/H RBC



WALTER C VIA ENTERPRISES INC PO BOX 592 WEST POINT, VA 23181



Mary Brog Vanger

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)



Laura M. Ecimovic Commissioner of the Revenue PO Box 99 New Kent, VA 23124-0099 This is to certify that the below named business has complied with all the requirements to operate a business in the County of New Kent, Virginia pursuant to Chapter 66 of the New Kent County Code.

2021 BUSINESS LICENSE

VALID FROM 01/01/2021 THRU 12/31/2021

LICENSE NO. 101564	TRADE NAME
APPLICANT NAME AND MAILING ADDRESS	WALTER C VIA ENT INC
WALTER C VIA ENTERPRISES INC PO BOX 592 WEST POINT VA, 23181	PHYSICAL LOCATION OR ADDRESS PO BOX 592 WEST POINT VA
NATURE OF BUSINESS	AUTHORIZED TO CONDUCT BUSINESS IN NEW KENT COUNTY
CONTRACTOR - OCC	Laura Sh Ecinavic COMMISSIONER OF THE REVENUE

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Miscellaneous

Motion: "Mr.		approve the Consent Agenda as presented and that it be made a part of the record.						
Chairman, I move								
(not required for Conso	I move to app	I move to approve the Consent Agenda as presented and that t be made a part of the record, with the following changes:						
Subject	Approval of C	ontract Amendment for	Suffolk Sales					
Issue	where the corvendor. Glyc	Market forces have driven up the cost of glycerin, to the point where the contracted price is no longer sustainable for the vendor. Glycerin is critical as a food source for the wastewater treatment process. The vendor has requested a contract amendment						
Recommendation	Approve the o	contract amendment						
Fiscal Implication	Increased in V	Increased in WWTP operating costs, approximately \$4000 per year.						
Policy Implication	s none							
Legislative Histor	y A contract wit	A contract with Suffolk Sales was approved in April 2021.						
Discussion	price was exp trusted vendo delivery servi tying the price reflects comm the contract a locked into a when prices of	ce has been proven. The to the Jacobson Index nodity fluctuations. Alternations Alternations and re-bid the product, higher price for the con	folk Sales has been a quality of the product and le vendor has suggested which more accurately ernatively, we could cancel					
Time Needed:	none	Person Appeari	ng:					
Request prepared by:	Mike Lang	Telephone:	966 9625					
Copy provided to:	County Attorney							

ATTACHMENTS:

Description Type

Original agreement Cover Memo
IFB #21-2106 Cover Memo
Draft Amendment Cover Memo
Email from Suffolk Sales Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Public Utilities	Dame, Larry	Approved	7/27/2021 - 7:42 AM
Administration	Hathaway, Rodney	Approved	7/30/2021 - 4:03 PM
Attorney	Hefty, Brendan	Approved	8/2/2021 - 10:29 AM

77



Board of Supervisors

Thomas W. Evelyn
C. Thomas Tiller, Jr.
Patricia A. Paige
Ron Stiers
John N. Lockwood
District 4
District 5

Rodney A. Lathaway
County Administrator

www.co.new-kent.va.us

May 11, 2021

Mr. Jeff Moran Regional Sales Manager Suffolk Sales & Service Corporation P.O. Box 6140 Suffolk, VA 23433

Re:

IFB #21-2106PU – Water & Wastewater Treatment Chemicals

Contract for Glycerin >70%

Dear Mr. Moran:

The New Kent County Board of Supervisors, at its May 10, 2021 meeting, approved the above referenced contract. A fully executed copy of the agreement is enclosed for your records.

If you have any questions, do not hesitate to contact this office.

Sincerely yours,

Wanda F. Watkins, CMC Deputy Clerk of the Board

landa Flibthins

enclosure

cc:

County Attorney (with original Agreement)

Mike Lang, Assistant Director of Public Utilities (with copy)

Finance (with copy)

CONTRACT



Water & Wastewater Treatment Chemicals IFB #21-2106PU

This contract is made this 104 day of 104, 202 by and between the Board of Supervisors for the County of New Kent, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "County") and Suffolk Sales & Service Corporation, Inc., whose mailing address is PO Box 6140, Suffolk, VA 23433 (hereinafter the "Contractor").

WHEREAS, pursuant to the Virginia Public Procurement Act, the County has solicited Invitations for Bids for Water & Wastewater Treatment Chemicals; and

WHEREAS, the Contractor was a responsible and responsive bidder; and

WHEREAS, the Bid submitted by Contractor for glycerin was the lowest responsive and responsible bid and has been accepted by the County.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the parties to this Contract agree to the following terms:

- 1. Incorporation by Reference. The County's Invitation for Bids is attached as Exhibit A and made a part hereof. Contractor's Bid Documents dated April 15, 2021, are included as Attachments A & B of the Invitation for Bids, and New Kent County's General Terms and Conditions, are included with the Invitation for Bids as Section I, and both are made a part hereof. If any discrepancies arise between the Invitation for Bids and the General Terms and Conditions; Contractor agrees to abide by the specifications in the Invitation for Bids and the General Terms and Conditions in Section I.
- 2. **Time of Performance.** The Contractor agrees to deliver the requested services immediately upon receipt of the Notice to Proceed, estimated to be May 15, 2021.
- 4. **Payment** will be made subject to the terms of the IFB and the bid.
- 5. **Rights and Obligations**. The rights and obligations of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and

written consent of the other party. Any approved successor to the Contract shall be bound by all the terms included herein.

- 6. **General Terms and Conditions**. Contractor agrees to maintain during the term of this Contract insurance as required in Section I and abide by other terms and conditions found in Section I.
- 7. **Term**. The term of this contract shall be for one year, as listed in the IFB and the bid.
- 8. Miscellaneous.
 - a. All pronouns used herein shall refer to every gender. Heading or titles in this Contract are only for convenience and shall not have meaning nor effect upon the interpretation of the provisions of this Contract.
 - b. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party.
 - c. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provisions were not included therein.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the County and Contractor by its duly authorized officers, have caused this contract to be properly executed under seal, the day and year first above written.

Suffolk Sales & Service Corporation

Seal:_		
Title:	VP Sales	
Date:	4/27/2021	

NEW KENT, COUNTY BOARD OF SUPERVISORS

Seal:
Title:
Date: 5-11-202

Approved as to Form:

County Attorney

Invitation for Bids



Department of Public Utilities

Delivery of Water & Wastewater Treatment Chemicals

April 1, 2021

New Kent County
Department of Public Utilities
7051 Poindexter Road
New Kent, Virginia 23124
(804) 966-9678

IFB #21-2106PU

The New Kent County Department of Public Utilities (DPU) is soliciting bids from qualified firms for Delivery of Water & Wastewater Treatment Chemicals, to specified water & sewer facilities within New Kent County, Virginia. Signed & sealed bids will be received by US Mail, private courier or in person until 10:00 am on Wednesday, April 21, 2021 at the following location:

Public Utilities Operations Center 7051 Poindexter Road New Kent, Virginia 23124 (804) 966-9678

*Note the bids *will not* be received at the DPU office.

Bid packages should be **clearly labeled** on the outside of the sealed envelope:

"SEALED BID – IFB# 21-2106PU TREATMENT CHEMICALS"

It is the submitting bidder's responsibility to verify that sealed bids have been received by the time & date specified. Bids that are not received on time or appropriately identified will be returned to the submitting firm unopened. All bid packages received on time and appropriately labeled will be recorded and **publicly opened immediately** thereafter. Bid packages shall be submitted **in duplicate** in the sealed & labeled envelope.

All bids received as directed above will be turned over to DPU for careful review and evaluation.

It is the intent of the IFB to award to the **lowest responsive and responsible bidder.** The Department of Public Utilities reserves the right to **waive informalities** in any bid received, to **reject any or all bids** in whole or in part, with or without cause. The Department reserves the right to **reject any conditional bid** and will normally reject any bid which makes it impossible to determine the intent of the bid.

The **contact** for the referenced Invitation for Bids is:

Mike Lang
Assistant Director
Department of Public Utilities
7051 Poindexter Road
New Kent, Virginia 23124
(804) 966-9625
cmlang@newkent-va.us

GENERAL INFORMATION

PURPOSE

The New Kent County Department of Public Utilities is soliciting bids from qualified firms for **delivery of specified water & wastewater treatment chemicals**. Additionally, the contract may provide for **additional unspecified chemicals** as needed.

It is the intent of the IFB to determine the lowest responsive and responsible bidder.

Submitting firms need not bid on all items for consideration.

BACKGROUND

New Kent County operates the Parham Landing WWTP as well as nine separate water systems. The design capacity of the WWTP is 2.0 million gallons per day; however, the current flow is approximately 400,000 gallons per day. Water distribution is approximately 1 MGD. At this time, the County can only estimate the chemical needs of the operation. As the County grows and existing and approved developments continue to build out, the chemical needs of the process are expected to increase accordingly.

SCOPE-OF-WORK

The scope-of-work includes all time, materials, labor, equipment, fittings, hoses, licenses, permits, etc. to deliver the specified chemicals to the specified locations in a timely fashion. Bid items provided shall be FOB to the delivery location specified.

The chemical needs of the County currently include:

Sodium Hypochlorite Aluminum Sulfate Glycerin

Appendix A outlines the specifics of each chemical and delivery need. Each contract will also provide for additional unspecified chemicals. Finally, scheduled or emergency deliveries may be requested to other locations within New Kent County, as necessary.

Quantities - Quantities are estimates based on the County's projected need. The price quoted shall be good for any quantity.

Packaging - All bags or containers must be in new condition, durable and dust tight, and not readily broken in handling and storage. The contents must be marked. All markings shall comply with all federal and state laws as applicable to these chemicals.

Purity - Chemicals supplied under these specifications shall not contain soluble minerals or organic substances in quantities capable of producing deleterious or injurious effect upon public health or water quality. Where applicable, the National Sanitation

Foundation Standard Number 60 will be used as the guideline for acceptability. <u>Analysis</u> as required must be submitted for evaluation of bids prior to award of contract.

Labeling of Hazardous Materials - If the items or products requested by this solicitation are "Hazardous Materials" as defined by §62.1-44.34:24 of the Code of Virginia or Title 15 U.S.C. 1261 of the United States Code, then the bidder, by submitting their bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing section(s) and that by delivering the items or products the bidder does not violate any of the prohibitions of §10.1-1450, et al, Code of Virginia, or Title 15 U.S.C. 1261 et al.

Deliveries - Delivery will be made no later than 5 workdays after receipt of order (ARO), unless otherwise notified. Deliveries must be made during normal working hours (8:00 am - 4:00 pm, local time, Monday through Friday. All deliveries shall be made in accordance with the following standards & regulations, where applicable:

- New Kent County Department of Public Utilities (**DPU**) Design Standards
- Occupational Safety & Health Administration (**OSHA**) standards
- U.S. Department of Transportation (**DOT**)
- Virginia Department of Environmental Quality (**DEQ**) and Department of Health (**VDH**) Regulations
- U.S. Environmental Protection Agency (**EPA**)
- Any other applicable local, state or Federal laws or regulations.

SEALED BID PACKAGES

DPU has elected to use a sealed bid process. Bidders may submit a bid on one or more (up to all) of the chemicals referenced. Additionally, sealed Bid Packages requirements are as follows:

- All bids shall be received at the location listed and prior to the date & time specified.
- All bid documents shall be submitted in duplicate.
- Shall be prepared using the **Bid Summary Form for each chemical being bid**, as provided in Appendix A.
- Shall include the signed *Affidavit of Non-Collusion* (Attachment B).
- Shall include a completed **Vendor Data Sheet**, as provided in Appendix C.
- Shall include a **Technical Data Sheet**, as well as a Material Safety Data Sheet (**MSDS**), for each chemical being bid.
- Shall state a price that is **inclusive of all costs** associated with the delivery of each chemical to the location specified.
- Shall be **signed** by an authorized representative of the submitting firm.

COOPERATIVE PROCURMENT

This solicitation allows for cooperative procurement, as authorized by the Code of Virginia Section 2.2-4304; which authorizes other public bodies (whom do not have to be named) to utilize cooperative procurement to satisfy requirements for goods and non-professional services. Public bodies not named specifically in this solicitation desiring to purchase from the resulting contract may do so if the contract is modified in writing with

concurrence from the contractor to add the specific public body.

CONTRACT TERM

The contract term is for a **period of one (1) full year** from the date of the Notice to Proceed, issued by DPU. Up to (4) four, one (1) year contract extensions may be granted, at the sole discretion of DPU. Price adjustments may be negotiated at the time of renewal, based on the applicable Consumer Price Index adjustment over the preceding twelve months.

It is anticipated that the first contract term will begin on approximately May 16, 2021.

PAYMENT

Payments on invoices received for services rendered will be made **net 30 days upon receipt of the firm's invoice.** Invoicing and payment shall be in strict accordance with the costs outlined for each tank on the Bid Summary Form. Payment will only be made for goods & services received during the invoicing period.

CONTRACT CHANGES

Proposed changes to the contract terms **shall be submitted to DPU in writing**. There shall be no deviation from the contract schedule, services provided, contract costs or payment schedule, without **prior written authorization from DPU**.

CONTRACT TERMINATION

If the selected bidder proves unable to accommodate the needs of the County, or if the chemicals provided prove to be of inferior quality or other than that specified, the County may terminate the contract immediately for cause. Otherwise, the contract may be terminated for good cause shown by either party upon 30 days written notice. There shall be no cost or surcharge for contract termination prior to the end of the contract period. Payment shall be due only for services provided prior to the termination date of the contract.

SELECTION PROCESS TIMELINE

Sealed Bids Due	10:00 am	Wed, April 21, 2021
Bid Opening	10:00 am	Wed, April 21, 2021
Anticipated Notice of Intent to Award Contr	acts	Fri, April 23, 2021
Anticipated Notice to Proceed		Wed, May 12, 2021

APPENDIX A

BID SUMMARY FORM WATER & WASTEWATER CHEMICALS NEW KENT DEPARTMENT OF PUBLIC UTILITIES IFB #21-2106PU – April 2021

Chemical: **Sodium Hypochlorite** (NaOCl)

CAS #: 7681-52-9
Strength: 12.5%
Form: solution
Delivered in: bulk

Notes: must be NSF (National Sanitation Foundation) approved

Delivery Location, Tank Size & Estimated Quantity:

Parham Landing WWTP, 7800 Parham Landing Road, West Point, VA 450 gallon tank, 2-inch cam lock fitting 2,500 gallons per year

Chickahominy Reclaimed Water Facility, 10600 Horseman's Road, Providence Forge, VA 350 gallon tank, 2-inch cam lock fitting 1,750 gallons per year

Colonial Downs Water Pumping Station, 10500 Horseman's Road, Providence Forge, VA 250 gallon tank, 2-inch cam lock fitting 1,500 gallons per year

Bottoms Bridge Elevated Tank, 7637 Sugar Magnolia Court, Quinton, VA 250 gallon tank, top fill 1,000 gallons per year

Route 618 Wellhouse, 7650 Olivet Church Road, New Kent VA 250 gallon tank, top fill 1,000 gallons per year

Talleysville Wellhouse, 7347 Vineyards Parkway, New Kent, VA 250 gallon tank, top fill 1,000 gallons per year

Sodium Hypochlorite, 12.5%, liquid, as specified (per gallon) \$

SUBMITTING FIRM NAME FEDERAL ID NUMBER

PRINT NAME & TITLE SIGNATURE DATE

APPENDIX A

BID SUMMARY FORM WATER & WASTEWATER CHEMICALS NEW KENT DEPARTMENT OF PUBLIC UTILITIES IFB #21-2106PU – April 2021

Chemical:	Aluminum Sulfate [A	$\operatorname{Al}_2(SO_4)_3]$	
CAS #:	10043-01-3		
Strength:	48%		
Form:	solution		
Delivered in:	bulk		
Delivery Location:	Parham Landing WW	ΓP, 7800 Parham Land	ling Road, West Point, VA
Estimated Quantity:	125,000 lbs. per year		
Aluminum Sulfate,	48%, liquid, as specific	ed (per pound)	\$
SUBMITTING FIRE	M NAME		FEDERAL ID NUMBER
PRINT NAME & TI	TLE	SIGNATURE	DATE

APPENDIX A

BID SUMMARY FORM WATER & WASTEWATER CHEMICALS NEW KENT DEPARTMENT OF PUBLIC UTILITIES IFB #21-2106PU – April 2021

Chemical:	Glycerin (C ₃ H ₈ O ₃)		
CAS #:	N/A		
Strength:	70% Glycerin, 26%	Water by weight	
Form:	liquid		
Delivered in:	bulk		
Delivery Location:	Parham Landing WV	WTP, 7800 Parham Land	ing Road, West Point, VA
Estimated Quantity:	unknown		-
Glycerin, as specifie	ed (per gallon)	\$	
SUBMITTING FIRE	M NAME		FEDERAL ID NUMBER
PRINT NAME & TI	TLE	SIGNATURE	

ATTACHMENT B

AFFIDAVIT OF NON-COLLUSION

TO THE BOARD OF SUPERVISORS:

The undersigned hereby declares that he (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.

The undersigned also declares that he has carefully examined the Request for Proposal specifications, all annexed instructions, addenda, and attachments and will provide all the required services and will fulfill all the terms of the bid, if selected.

Signature:
Date:
ADDRESS OF PRINCIPAL PLACE OF BUSINESS:
Celephone:
Facsimile:

ATTACHMENT C

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. Attach separate sheets as needed.

1.	-	fications: The vendor must have the capability and capacity in all respects to satisfy full the contractual requirements.	У
2.	Vendo	or's Primary Contact: Name: Phone:	
3.	Years	in Business: Indicate the length of time you have been in business	
	provid	ding this type of good or service: Years Mont	ıs
4.	Vendo	or Information: eVa Vendor ID	
5.	govern	ate below a listing of at least four current or recent accounts, either commercial or nmental, that your company is servicing, has services, or has provided similar goods. le the length of service and the name, address, and telephone number of the point of ct.	
	A.	Company:Contact:	
		Phone:() Fax: ()	
		Project:	
		Dates of Service: Value:\$	
	B.	Company:Contact:	
		Phone:() Fax: ()	
		Project:	
		Dates of Service: Value:\$	
	C.	Company:Contact:	
		Phone:() Fax: ()	
		Project:	
		Dates of Service:Value:\$	
	D.	Company:Contact:	
		Phone:() Fax: ()	
		Project:	
		Dates of Service:Value:\$	
I certify	the acc	curacy of this information.	
Cianad	ı.	Title: Detail	

SECTION I

GENERAL TERMS AND CONDITIONS

A. <u>WITHDRAWAL OF BID OR PROPOSAL</u>: A bidder may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the bidder may not withdraw for a period of sixty (60) calendar days. Any bidder may be required to clarify his bid or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the bidder's proposal.

The County may cancel or reject any invitation to bid, request for proposal, other solicitation, any bid, or any proposal when the County determines that it is in the best interest of the County to do so. The County shall make the reasons therefor a part of the contract file. The County may reject any bid that is incomplete, conditional, obscure, or which is not in conformance with the specifications, or the County may waive any such irregularities at its option.

B. PRICING: If the County receives more than one bid or proposal for the same total amount or unit price, quality and service being equal, the County shall invite the tie bidders to resubmit written bids below the original bid and the County shall award the contract to the bidder with the lowest price.

If the lowest acceptable bid exceeds available funds, the County may negotiate with the bidder to obtain a contract price within available funds. The parties shall confine negotiations to a reduction in the contract price and shall not deal with changes in the contract requirements.

Except in the case of an emergency affecting the public health safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. This paragraph shall not apply to contracts of insurance. Public contracts may be awarded on any other basis.

- C. INCORPORATION OF VIRGINIA STATE CODE: The provisions of Sections 2.2-4305, 2.2-4315, 2.2-4311, 2.2-4312, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
- **OFFEROR AGREES**: That by submitting a bid or proposal, the Offeror agrees and warrants that he has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the Offeror from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the Offeror to request additional compensation.
 - The firm, corporate, or individual name of the bidder must be signed in ink in the space provided for the signature on the page following these conditions. In the case of a corporation, the officer signing must state his or her title and each officer signing must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm".

- **E. IFB COMPETITIVE SEALED BID MINIMUM CRITERIA**: Pursuant to an invitation to bid, the project will be awarded to the lowest responsive and responsible bidder, as those concepts are defined in Section 2.2-4301 of the Code of Virginia 1950. When the County uses competitive sealed bidding, it considers the following factors in addition to price when determining the lowest responsive and responsible bidder.
 - 1. The ability, capacity, and skill of the bidder to perform the contract or provide the services required;
 - 2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder:
 - 4. The quality of performance of previous contracts or services;
 - 5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - 6. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service;
 - 7. The quality, availability, and adaptability of the goods or services to the particular use required;
 - 8. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
 - 9. The number and scope of conditions attached to the bid; and
 - 10. Any other condition or criteria included in the request for bids or the instructions to bidders.
- F. <u>VENDORS MANUAL</u>: This solicitation is subject to the provisions of the New Kent County Procurement Manual and New Kent County Code Sec. 48-101 et seq. and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the New Kent County Administration Office and online at www.co.new-kent.va.us.
- G. <u>APPLICABLE LAWS AND COURTS</u>: This solicitation and any resulting contract 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 Circuit Court of the County of New Kent. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- H. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the

use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- I. <u>ETHICS IN PUBLIC CONTRACTING</u>: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. TRADE SECRETS OR PROPRIETARY INFORMATION FREEDOM OF INFORMATION ACT (FOIA): Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

- 1. Except as provided in this section, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.).
- 2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- 3. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the public body decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
- 4. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- 5. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- K. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: By entering into a written contract with the County of New Kent, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in New Kent County, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- L. <u>DEBARMENT STATUS</u>: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or New Kent County from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or New Kent County.
- M. <u>ANTITRUST</u>: By entering into a contract, the contractor conveys, sells, assigns, and transfers to New Kent County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States, the Commonwealth of Virginia, and New Kent County, relating to the particular goods or services purchased or acquired by New Kent County under said contract.
- N. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:

Failure to submit a bid on the official county form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, New Kent County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, New Kent County may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing, signed by the parties and submitted with the bid as an acknowledgment.

O. <u>CLARIFICATION OF TERMS</u>: If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the buyer and will be acknowledged in writing on the addenda form which will be submitted with the proposal.

P. **PAYMENT**:

1. To Prime Contractor:

- (a) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the county contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- (b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- (c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- (d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- (e) **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should

be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, New Kent County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- (a) A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from New Kent County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the county and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- (b) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from New Kent County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of New Kent County.
- 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- Q. PRECEDENCE OF TERMS: The following General Terms and Conditions PROCUREMENT MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- R. <u>NO WAIVER</u>: Any failure of the County to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.
- S. <u>CHOICE OF LAW</u>: To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the principles or conflicts of law.
- T. <u>FORUM SELECTION</u>: The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract and agree that service by registered mail to the addresses set forth in the Notices section of this Attachment shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of New Kent County or in the U.S. District Court, Eastern District of Virginia.
- U. <u>SEVERABILITY</u>: If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.
- V. <u>NOTICES</u>: All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, or facsimile transmission, to the party entitled to receive the same at the address indicated

below or at such other address as such party shall have specified by written notice to the other party.

Notices to the County shall be sent to:

County Administrator New Kent County 12007 Courthouse Circle Post Office Box 50 New Kent, VA 23124-0050

Fax: (804) 966-9370

With a copy to:

County Attorney New Kent County 12007 Courthouse Circle Post Office Box 50 New Kent, VA 23124-0050

Fax: (804) 966-8756

W. CONTRACTUAL CLAIMS PROCEDURE: Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Bidder shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Bidder's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Bidder files such written notice, Bidder shall proceed with the work as directed. If Bidder fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Bidder by written notice.

If the Bidder disagrees with the decision of the County concerning any pending claim, the Bidder shall promptly notify the County by written notice that the Bidder is proceeding with the work under protest. Any claim not resolved, whether by failure of the Bidder to accept the decision of the County or under a written notice of Bidder's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Bidder from payment request, whether progress or final. The pendency of claims shall not delay payment of amounts agreed due in the final payment.

The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Bidder appeals within six months of the date of the final decision.

X. QUALIFICATIONS OF BIDDERS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and the bidder shall furnish to New Kent County all such information and data for this purpose as may be requested. New Kent County reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. New Kent County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy New Kent County that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

The County may cancel or reject any invitation to bid, request for proposal, other solicitation, any bid, or any proposal when the County determines that it is in the best interest of the County to do so. They County shall make the reasons therefor a part of the contract file. The County may reject any bid that is incomplete, conditional, obscure, or which is not in conformance with the specifications, or the County may waive any such irregularities at its options.

The County reserves the right to reject all bids in whole or in part received in response to an invitation to bid or request for proposal should the bid from the lowest responsible bidder exceed available funds.

- Y. <u>TESTING AND INSPECTION</u>: New Kent County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Z. <u>ASSIGNMENT OF CONTRACT</u>: A contract shall not be assignable by the contractor in whole or in part without the written consent of New Kent County.
- AA. <u>CHANGES TO THE CONTRACT</u>: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. New Kent County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed,

the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify New Kent County of the adjustment to be sought, and before proceeding to comply with the notice, shall await New Kent County's written decision affirming, modifying, or revoking the prior written notice. If New Kent County decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give New Kent County a credit for any savings. Said compensation shall be determined by one of the following methods:

- (a) By mutual agreement between the parties in writing; or
- (b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to New Kent County's right to audit the contractor's records and/or to determine the correct number of units independently; or
- (c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present New Kent County with all vouchers and records of expenses incurred and savings realized. New Kent County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to New Kent County within thirty (30) days from the date of receipt of the written order from New Kent County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by New Kent County or with the performance of the contract generally.
- BB. <u>DEFAULT</u>: In case of failure to deliver goods or services in accordance with the contract terms and conditions, New Kent County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which New Kent County may have.

- CC. <u>TAXES</u>: Sales to New Kent County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. New Kent County's excise tax exemption registration number is 54-600- 1445. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)
- DD. **USE OF BRAND NAMES**: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the county to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- EE. TRANSPORTATION AND PACKAGING: By submitting their bid, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)
- FF. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- 1. Workers' Compensation Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the county of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 2. Employer's Liability \$100,000.
- 3. Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. New Kent County must be named as an additional insured and so endorsed on the policy.
- 4. Automobile Liability \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by New Kent County is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u> <u>Limits</u>

Accounting \$1,000,000/occurrence, \$3,000,000 aggregate Architecture \$2,000,000/occurrence, \$6,000,000 aggregate

Asbestos Design, Inspection or

Abatement Contractors \$1,000,000/occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental

Hygienists, Optometrists, Registered or Licensed

Practical Nurses, Pharmacists, Physicians, Podiatrists,

Chiropractors, Physical Therapists, Physical

Therapist Assistants, Clinical Psychologists,

Clinical Social Workers, Professional Counselors,

Hospitals, or Health Maintenance

Organizations.) \$2,150,000/occurrence, \$4,250,000

aggregate

(Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-

581.15.)

Insurance/Risk Management
Landscape/Architecture
Legal
Professional Engineer
Surveying

\$1,000,000/occurrence, \$3,000,000 aggregate
\$1,000,000/occurrence, \$1,000,000 aggregate
\$1,000,000/occurrence, \$5,000,000 aggregate
\$2,000,000/occurrence, \$6,000,000 aggregate
\$1,000,000 /occurrence, \$1,000,000 aggregate

- HH. <u>ANNOUNCEMENT OF AWARD</u>: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, New Kent County may publicly post such notice on the New Kent County website (<u>www.co.new-kent.va.us</u>) and the eVA VBO website www.eva.virginia.gov) for a minimum of 10 days.
- II. **DRUG-FREE WORKPLACE**: During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) 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.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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 contract.

- NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- KK. <u>AVAILABILITY OF FUNDS</u>: It is understood and agreed between the parties herein that New Kent County shall be bound hereunder only to the extent of the funds available and appropriated by the Board of Supervisors or which may hereafter become available for the purpose of this agreement.

If the lowest acceptable bid exceeds available funds, the County may negotiate with the bidder to obtain a contract price within available funds. The parties shall confine

negotiations to a reduction in the contract price and shall not deal with changes in the contract requirements.

In the alternative, and at its sole option, the County may negotiate with the lowest bidder to obtain a contract price within available funds pursuant to §2.2-4318 of the Code of Virginia, 1950, as amended. The parties shall first confine negotiations to a reduction in the contract price and shall not deal with changes in the contract requirements. The procedure for the process will be:

- 1. The County Administrator shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds available funds. He shall further suggest amendment of the proposed purchase price and invite the lowest responsible bidder to amend its bid or proposal based upon the proposed amendment.
- 2. Repetitive informal discussions with the lowest responsible Bidder for purposes of obtaining a contract within available funds shall be permissible.
- 3. The lowest responsible Bidder shall submit an addendum to its bid or proposal, which addendum shall include any change in the purchase price.
- 4. If the proposed addendum is acceptable to the Board of Supervisors, the Board may award a contract within funds available to the lowest responsible Bidder based upon the amended bid or proposal.
- LL. <u>BID PRICE CURRENCY</u>: Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- MM. <u>AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH</u>: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

SECTION II

SPECIAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

INDEX - SPECIAL TERMS AND CONDITIONS

- 1. AUDIT
- 2. AWARD OF CONTRACT
- 3. CANCELLATION OF CONTRACT
- 4. ASBESTOS
- 5. BID ACCEPTANCE PERIOD
- 6. BID PRICES
- 7. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT
- 8. EXTRA CHARGES NOT ALLOWED
- 9. FINAL INSPECTION
- 10. IDENTIFICATION OF BID ENVELOPE
- 11. INDEMNIFICATION
- 12. INSPECTION OF JOB SITE
- 13. LIQUIDATED DAMAGES
- 14. PREBID/PREPROPOSAL CONFERENCE MANDATORY/OPTIONAL
- 15. PRIME CONTRACTOR RESPONSIBILITIES
- 16. SUBCONTRACTS
- 17. WORK SITE DAMAGES

- 1. <u>AUDIT</u>: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by New Kent County, whichever is sooner. The county, its authorized agents, and/or county auditors shall have full access to and the right to examine any of said materials during said period.
- 2. **AWARD OF CONTRACT**: Any bidder submitting a proposal to the County subjects himself to the decision of the administrator or the public body as to the quality of what is offered, responsiveness of the bid, responsibility of the bidder, and the qualifications of any bidder. The administrator or the public body, as the case may be, in their sole discretion, will evaluate bids or proposals and in all cases, the decision made shall be final. Every bidder submitting a bid or proposal agrees to abide by the decisions of such officials as a condition precedent to the submission of the bid.

The County does not accept the responsibility for maintaining a bid list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the County.

New Kent County will make the award on a lump sum basis to the lowest responsive and responsible bidder. The purchasing officer reserves the right to conduct any test it may deem advisable and to make all evaluations. New Kent County also reserves the right to reject any or all bids, in whole or in part, to waive minor informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the County to be in its best interest.

- 3. CANCELLATION OF CONTRACT: The purchasing department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 4. <u>ASBESTOS</u>: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid

5.

	for 60 days. At the end bidder. If the bid is no or the solicitation is ca	t withdrawn at th	•						
6.	CONTRACTOR/SU signature on this sol properly licensed for p	icitation, I certify	y that this firm/inc	lividual and subcont					
	Contractor Name:								
	License #	Type							
	Subcontractor Name:_								
	License #	Type							
7.	calendar days stated requires the bidder to insert a stated delive	<u>DELIVERY</u> : Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder. The County requires the bidder to deliver within a reasonable time after ARO. If the bidder does not insert a stated delivery time in the blank below, the bidder will be deemed to offer delivery in accordance with the County's desired delivery time as stated below:							
	County's desired deliv	vered time: 30	calendar days ARO						
	BIDDER'S/OFFERO	R'S STATED DE	LIVERY TIME:	CALENDAR DA	YS ARO				
8.	EXTRA CHARGES ready for New Kent C charges; extra charges	ounty's use, and	shall include all app						
9.	to the authorized over compliance with contract and permanently correspond to the work acceptance of the work	vners representations ract specifications coted by the contra	ive that the work and codes. Any c	is fully operational leficiencies shall be 1	and in promptly				
10.		<u>IDENTIFICATION OF BID/PROPOSAL ENVELOPE</u> : If a special envelope is not							
	furnished, or if return should be returned in a								
	From:								
	Name of Bidde		Due Date	Time					

Street or Box Number	IFB No./RFP No.
City, State, Zip Code	IFB/RFP Title

- 11. <u>INDEMNIFICATION</u>: Contractor agrees to indemnify, defend and hold harmless New Kent County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- 12. **INSPECTION OF JOB SITE**: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by New Kent County.
- LIQUIDATED DAMAGES, FURNISH AND INSTALL: Work shall begin 30 13. calendar days after receipt of purchase order or contract and all work shall be completed in 45 calendar days. It is hereby understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, there will be deducted, not as a penalty but as liquidated damages, the sum of \$100 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of New Kent County, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified at the purchasing office's sole discretion for good cause shown.
- 14. **OPTIONAL PREBID/PREPROPOSAL CONFERENCE**: An optional prebid conference will be held at (time) and (date) at the (place). The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to

attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

- 15. **PRIME CONTRACTOR RESPONSIBILITIES**: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 16. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of New Kent County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish New Kent County the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 17. **WORK SITE DAMAGES**: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to New Kent County's satisfaction at the contractor's expense.

SECTION III

ADDITIONAL TERMS AND CONDITIONS FOR NON-CAPITAL OUTLAY CONSTRUCTION PROJECTS

New Kent County uses the following Additional Terms and Conditions in all solicitations for non-capital outlay projects that involve building, altering, repairing, improving or demolishing any structure, building or paving project (other than highways), and any draining, dredging, excavation, grading or similar work upon real property which do not require the use of capital outlay procedures. These Additional Terms and Conditions shall be included in the IFB in addition to those listed in Appendix B, Section I. The Virginia Public Procurement Act (VPPA) requires the use of competitive sealed bidding for construction projects unless the use of competitive negotiation can be justified under the provisions of § 2.2-4303D of the Code of Virginia.

- 1. DEFINITIONS
- 2. CONTRACT DOCUMENTS
- 3. LAWS AND REGULATIONS
- 4. PREPARATION AND SUBMISSION OF BIDS
- 5. WITHDRAWAL OR MODIFICATION OF BIDS
- 6. RECEIPT AND OPENING OF BIDS
- 7. ERRORS IN BIDS
- 8. SUBCONTRACTS
- 9. SEPARATE CONTRACTS
- 10. TAXES
- 11. PATENTS
- 12. INSPECTION
- 13. SUPERINTENDENCE BY CONTRACTOR
- 14. ACCESS TO WORK
- 15. AVAILABILITY OF MATERIALS
- 16. CONTRACTOR'S TITLE TO MATERIALS
- 17. WARRANTY OF MATERIALS AND WORKMANSHIP
- 18. USE OF PREMISES AND REMOVAL OF DEBRIS
- 19. PROTECTION OF PERSONS AND PROPERTY
- 20. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT
- 21. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE
- 22. TERMINATION BY OWNER FOR CONVENIENCE
- 23. GUARANTEE OF WORK
- 24. ASBESTOS
- 25. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT

- 1. **<u>DEFINITIONS</u>**: Whenever used in this solicitation or in the contract documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:
 - (a) **County**: The term, county, unless otherwise indicated, shall mean the owner, New Kent County. The County's agent is the official with authority to sign contracts on the County's behalf.
 - (b) **Commonwealth**: The term "Commonwealth" shall mean the Commonwealth of Virginia.
 - (c) **Construction**: As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the Commonwealth and any draining, dredging, excavation, grading, or similar work upon real property.
 - (d) **Contractor**: The person, firm or corporation with whom the owner has entered into a contractual agreement and includes the plural number and the feminine gender when such are named in the contract as the contractor.
 - (e) **Defective**: An adjective which when modifying the word work, refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspections, standard, test, or approval referred to in the contract documents, or has been damaged prior to final payment.
 - (f) **Emergency**: Any unforeseen combination of circumstances or a resulting state that poses imminent danger to health, life, or property.
 - (g) **Final Acceptance**: The county's acceptance of the project from the contractor upon confirmation from the project inspector and the contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change orders or adjustment thereto.
 - (h) **Notice**: All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the contract requirements. Any written notice by either party to the contract shall be sufficiently given if delivered to or at the last known business address of the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope

addressed to such last known business address and deposited in a United States mailbox.

- (i) **Notice to Proceed**: A written notice given by the owner to the contractor fixing the date on which the contract time will commence for the contractor to begin the prosecution of the work in accordance with the requirements of the contract documents.
- (j) **Owner**: New Kent County, i.e., a county, institution, or department, with whom the contractor has entered into a contract and for whom the work or services is to be provided.
- (k) **Project Inspector**: One or more individuals employed by the owner to inspect the work and/or to act as clerk of the works to the extent required by the owner. The owner shall notify the contractor in writing of the appointment of such project inspector(s).
- (l) **Provide**: Shall mean furnish and install ready for its intended use.
- (m) **Submittal**: All drawings, diagrams, illustrations, schedules, and other data required by the contract documents which are specifically prepared by or for the contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier and submitted by the contractor to illustrate material or equipment for some portion of the work.
- (n) Subcontractor: An individual, partnership or corporation having a direct contract with contractor or with any other subcontractor for the performance of the work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.
- (o) **Substantial Completion**: The work which is sufficiently complete, in accordance with the contract documents, so that the project can be utilized by the owner for the purposes for which it is intended.
- (p) **Supplier**: A manufacturer, fabricator, distributor, materialman, or vendor who provides material for the project but does not provide on-site labor.
- (q) **Underground Facilities**: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic, or other control systems or water.

(r) **Work**: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the contract documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the contract documents.

2. **CONTRACT DOCUMENTS**:

- (a) The contract entered into by the parties shall consist of the Invitation for Bids, the bid submitted by the contractor; General Terms and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents, all of which shall be referred to collectively as the contract documents.
- (b) All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract.
- (c) Anything called for by one of the contract documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other contract documents shall have the intended effect.

3. LAWS AND REGULATIONS:

- (a) The contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby. The Contractor shall assure that all Subcontractors and tradesmen who perform Work on the project are properly licensed by the Department of Professional and Occupational Regulation as required by Title 54.1, Chapter 11, Articles 1 and 3 and by applicable regulations.
- (b) This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work." The contractor and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
- (c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.
- (d) Building Permit: Because this is a project of New Kent County, all codes or zoning ordinances of local political subdivisions apply. Building permits where

required will be obtained and paid for by the owner. Contractor is responsible for any local license fees, business fees or similar assessments which may be imposed by the appropriate political subdivision.

- (e) The contractor, if not licensed as an asbestos abatement contractor or a RFS contractor in accordance with § 54.1-514, Code of Virginia, shall have all asbestos related work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the work required.
- (f) The Contractor is neither required nor prohibited from entering into or adhering to agreements with one or more labor organizations, or otherwise discriminating against subcontractors for becoming or refusing to become, or remaining signatories to or otherwise adhering to, agreements with one or more labor organizations. This section does not prohibit contractors or subcontractors from voluntarily entering into agreements with one or more labor organizations. Both the county and contractor are entitled to injunctive relief to prevent any violation of this section.

This section does not apply to any public-private agreement for any construction in which the private body, as a condition of its investment or partnership with the county, requires that the private body have the right to control its labor relations policy and perform all work associated with such investment or partnership in compliance with all collective bargaining agreements to which the private party is a signatory and is thus legally bound with its own employees and the employees of its contractors and subcontractors in any manner permitted by the National Labor Relations Act, 29 U.S.C. § 151 et seq., or the Railway Labor Act, 45 U.S.C. § 151 et seq.

This section does not prohibit an employer or any other person covered by the National Labor Relations Act or the Railway Labor Act from entering into agreements or engaging in any other activity protected by law.

This section shall not be interpreted to interfere with the labor relations of persons covered by the National Labor Relations Act or the Railway Labor Act.

4. **PREPARATION AND SUBMISSION OF BIDS**: Bids must give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When

requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

5. WITHDRAWAL OR MODIFICATION OF BIDS: Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him/her on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

A bidder may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the bidder may not withdraw for a period of sixty (60) calendar days. Any bidder may be required to clarify his bid or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the bidder's proposal.

6. **RECEIPT AND OPENING OF BIDS**:

- (a) It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.
- (b) Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.
- (c) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.
- 7. **ERRORS IN BIDS**: Errors in bids will be handled in accordance with the New Kent County Procurement Manual and Virginia State Code.

8. **SUBCONTRACTS**:

(a) The contractor shall as soon as practicable after the signing of the contract, notify the owner in writing of the names of subcontractors proposed for the principal parts of the work. The contractor shall not employ any subcontractor that the owner may, within a reasonable time, object to as unsuitable. The owner will not direct the contractor to contract with any particular subcontractor unless provided in the specifications or bid form.

- (b) The owner shall, on request, furnish to any subcontractor, if practicable, the amounts of payments made to the contractor, the Schedule of Values and Requests for Payment submitted by the contractor, and any other documentation submitted by the contractor which would tend to show what amounts are due and payable by the contractor to the subcontractor.
- (c) The contractor agrees that he is as fully responsible to the owner for the acts and omissions of his subcontractors, suppliers, and invite upon the site of the project and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

9. **SEPARATE CONTRACTS**:

- (a) The owner reserves the right to let other contracts in connection with the project, the work under which may proceed simultaneously with the execution of this contract. The contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. The contractor shall cooperate with them and shall take all reasonable action to coordinate his work with theirs. If the owner has listed other separate contracts in the Invitation for Bids which it expects to proceed simultaneously with the work of the contractor, and has included the estimated timing of such other contracts in the Invitation for Bids, the contractor shall integrate the schedule of those separate contracts into his scheduling. The contractor shall make every reasonable effort to assist the owner in maintaining the schedule for all separate contracts. If the work performed by the separate contractor is defective or performed so as to prevent this contractor from carrying out his work according to the drawings and specifications of this contract, this contractor shall immediately notify the owner upon discovering such conditions.
- (b) If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up as required by Sections 18(c) and 18(d) of these Additional Terms and Conditions, the owner may clean up and charge the cost thereof to the respective contractors in proportion to their responsibility. If a contractor disputes the owner's apportionment of clean-up costs, it shall be that contractor's burden to demonstrate and prove the correct apportionment.
- 10. <u>TAXES</u>: The contractor shall, without additional expense to the owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project. The local building official will inspect the work as provided by § 36-98.1 of the Code of Virginia, the owner will pay the resulting fees to the local building official.
- 11. **PATENTS**: The contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The contractor shall hold and save the owner, its officers, agents, and employees, harmless from any loss or liability for or on account of the infringement of

any patent rights in connection with any invention, process, technique, article or appliance manufactured or used in the performance of the contract, including its use by the owner, unless such invention, process, technique, article, or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the work. If, before using any invention, process, technique, article, or appliance specifically named in the specifications or drawings as acceptable for use in carrying out the work, the contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the owner. The owner may direct that some other invention, process, technique, article, or appliance be used. Should the contractor have reason to believe that the invention, process, technique, article, or appliance so specified is an infringement of a patent, and fail to inform the owner, he shall be responsible for any loss due to the infringement.

12. **INSPECTION**:

- (a) All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.
- (b) Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the owner will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination

and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.

- (c) Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.
- (d) The project inspector will recommend to the owner that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.
- (e) The project inspector has no authority to and shall not:
 - (1) Authorize deviations from the contract documents;
 - (2) Enter into the area of responsibility of the contractor's superintendent;
 - (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
 - (4) Authorize or suggest that the owner occupy the project, in whole or in part;
 - (5) Issue a certificate for payment.

13. **SUPERINTENDENCE BY CONTRACTOR**:

(a) The contractor shall have a competent foreman or superintendent, satisfactory to the owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the

- contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- (b) The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.
- (c) The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.
- 14. <u>ACCESS TO WORK</u>: The owner, the owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The contractor shall provide proper facilities for access and inspection.
- 15. **AVAILABILITY OF MATERIALS**: If material specified in the contract documents is not available on the present market, alternate materials may be proposed by the contractor for approval of the owner.
- 16. **CONTRACTOR'S TITLE TO MATERIALS**: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which an interest is retained by the seller or is given to a secured party. The contractor warrants that he has clear title to all materials and supplies which he uses in the work or for which he accepts payment in whole or in part.

17. WARRANTY OF MATERIALS AND WORKMANSHIP:

- (a) The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
- (b) Work not conforming to these warranties shall be considered defective.
- (c) This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

18. <u>USE OF PREMISES AND REMOVAL OF DEBRIS</u>:

- (a) The contractor shall:
 - (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- (b) The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- (c) The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- (d) The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- (e) During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements of all local, state and federal rules and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.

(f) The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

19. **PROTECTION OF PERSONS AND PROPERTY**:

- (a) The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- (b) The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- (c) The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, as well as the New Kent County Safety Manual shall apply to all work under this contract.
- (d) The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- (e) In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as in the General Terms and Conditions.

20. <u>CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE</u> CONTRACT:

If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the contractor or of anyone employed by

him, or if the owner should fail to pay to the contractor within thirty (30) days when no dispute exists as to the sum, then the contractor may, upon ten (10) calendar days written notice to the owner, stop work or terminate the contract and recover from the owner payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The owner may offset any claims it may have against the contractor against the amounts due to the contractor. In no event shall termination of the contract by the contractor terminate the obligations of the contractor's surety on its payment and performance bonds.

21. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:

- (a) If the contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the owner may terminate the contract. If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the owner, or otherwise be guilty of a substantial violation of any provision of the contract, then the owner may terminate the contract.
- Prior to termination of the contract, the owner shall give the contractor and his (b) surety ten (10) calendar days written notice, during which the contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the owner may postpone the effective date of the termination notice, at his sole discretion, if he should receive reassurances from the contractor and/or its surety that the causes of termination will be remedied in a time and manner which the owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the owner determines that contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the owner may immediately terminate the contract for cause by giving written notice to the contractor and its surety. In no event shall termination for cause terminate the obligations of the contractor's surety on its payment and performance bonds.
- (c) Notice of terminations, whether initial or given after a period of postponement, may be served upon the contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be

found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

- (d) Upon termination of the contract, the owner shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the contractor shall pay the difference to the owner, together with any other expenses of terminating the contract and having it completed by others.
- (e) If it should be judicially determined that the owner improperly terminated this contract for cause, then the termination shall be deemed to be a termination for the convenience of the owner.
- (f) Termination of the contract under this section is without prejudice to any other right or remedy of the owner.

22. TERMINATION BY OWNER FOR CONVENIENCE:

- (a) Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
 - (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.

(b) In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

23. **GUARANTEE OF WORK**:

- (a) Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the owner.
- (b) If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:
 - (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
 - (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
 - (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
- (c) In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- (d) If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected and the contractor and his surety shall be liable for all expense incurred.
- (e) All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.

- (f) Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work under these additional terms and conditions. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.
- (g) In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

24. **ASBESTOS**:

- (a) This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the work. If the contractor discovers or inadvertently disturbs any material that may contain asbestos that has not been previously identified, that was overlooked during the removal, or which was deemed not to be friable or which was encapsulated, the contractor shall stop work in the area containing the asbestos, secure the area, and notify the owner immediately by telephone or in person with written notice as soon as possible. The owner will have the suspect material sampled. If the sample is positive and must be disturbed in the course of the work, the owner will have the material repaired or removed and will pay for the bulk sample analysis. If the material disturbed is not within the contractor's authorized work and/or work area or under this contract, the contractor will pay for all associated sampling and abatement costs.
- (b) If asbestos abatement is included as a part of the work, the contractor shall assure that the asbestos abatement work is accomplished by those duly licensed in accordance with the specific requirements of the contract documents.

(c) If asbestos abatement is included as part of the work, the licensed asbestos subcontractor shall, in the insurance required, name New Kent County and the contractor as additional insured.

25. TRAINING, OPERATION, AND MAINTENANCE OF EQUIPMENT:

- (a) The contractor, in conjunction with his subcontractors and suppliers, shall provide the owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the work.
- (b) The contractor shall provide the owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

FIRST AMENDMENT TO CONTRACT AGREEMENT

THIS FIRST AMENDA	MENT TO CONTRACT ("First Amendment") made this
day of	, 2021 by and between THE BOARD OF
SUPERVISORS OF NEW KI	ENT COUNTY, the governing body of a political
subdivision of the Commonwea	alth of Virginia, hereafter referred to as the ("County"),
and Suffolk Sales & Service Co	orporation, Inc., hereinafter referred to as the
("Contractor").	

WHEREAS, County and Contractor entered into a Contract (Contract #21-2106), dated May 10, 2021 ("Original Contract") pursuant to which Water & Wastewater Chemicals are provided, pursuant to the terms listed in the Original Contract.

RECITALS

WITNESSETH, THAT THE PARTIES TO THE ORIGINAL CONTRACT NOW WISH TO AMEND THAT DOCUMENT by amending the terms & conditions of IFB #21-2106 as follows:

Page 5, Paragraph 1 - Change the words "Consumer Price Index" to "Jacobson Index," and the words "twelve months" to "month."

ALL OTHER PROVISIONS OF THE ORIGINAL CONTRACT REMAIN IN EFFECT.

Remainder of this page is blank.

Suffolk Sale	s & Service Corporation, Inc.
By:	
Print Name:	
Title:	
	Board of Supervisors of New Kent County
	By:
	By:County Administrator Clerk of the Board
Reviewed as to form:	
Brendan Hefty County Attorney	

Mike Lang

From: Jeff Moran <moranj@suffolksales.com>
Sent: Thursday, July 15, 2021 10:50 AM
To: Mike Lang; Harold R. Jones
Subject: Glycerin Pricing and contract

Attachments: RD info 3rd and 4thQ.docx

Mr. Lang

The glycerin market has further escalated and it is hard day to day to figure out what pricing may do next. We fully expected that \$1.75 per gallon would see us through to the end of this year contract, however supply issues due to a number of factors has caused glycerin to go to new higher pricing levels.

Crude Glycerin is trading at historically higher prices because:

Crude glycerin is being exported a higher levels in large part because US companies are now scrutinizing Southeast Asia palm oil practices that are ecological damaging. For the last 20 year US food and Pharma companies have become dependent on cheap Malaysian USP Glycerin. US companies are demanding that glycerin in southeast Asia be ethically harvested and processed. This has caused over the last couple years for US refined Glycerin to be produced domestically at higher levels for the Food and Pharma & Cosmetic industries.

Run up in Propylene pricing has made it feasible to convert Glycerin to PG. This should slow down once demand for Propylene Glycol and its derivatives come into supply balance. Over the last decade it was not economical viable to process Glycerin into propylene glycol. Given a choice the vast majority of buyers prefer petroleum based propylene products.

Year on year reduction of conventional Biofuel plants that generates by-product crude glycerin. Attached is an article from Jacobsen Report that covers Oil, FFA & Glycerin price index. The July spike has a lot to do with lack of available product but a major US integrated conventional plant is talking about selling their Soybean oil to renewable biodiesel plant because the return on the oil is better than processing the oil for their own biofuel production. This has all major buyers of crude on edge because the Renewable Biofuel plants produce zero Glycerin by-product.

Supply of Glycerin and costs are going in one direction and we are being told that it could improve in the fall but conventional biofuel production slows down going into the winter months yielding less Glycerin. For pricing to drop dramatically exports, conversion to Propylene and US demand for US refined glycerin will need to drop off. Suffolk would like to propose firm pricing fixed to the Jacobsen index that would go up or down either on a monthly or quarterly basis. Based on the July spike in price August pricing would be at \$2.15 per gallon. We could report index movements as frequently as the Authority wanted information. In August at \$1.75 we would be significantly underwater and be in a position that was entirely unsustainable

Another option we would have is that we generate by processing methyl ester and glycerin a 50% glycerin byproduct that has vegetable proteins in it as well. Currently we have one industrial customer using this product but they have a very robust setup and they could feed just about anything. This material goes to animal feed applications. The problem with this material is that the vegetable proteins have a tendency to come out of solution we are working on way too eliminate or minimize that from happening. We could possibly supply this in totes for a trial to determine if it would be viable for the plant. My main concern would be having a product that would not create any issues for the plant as far as feeding the material goes. This product is also somewhat limited availability currently we're generating about 10 loads a month and that would continue on into the future even if all the conventional biofuel plants all went away. Please call with any questions.

Regards
Jeff Moran
Suffolk Sales & Service Corporation
Office 800-628-5185
Cell 804-205-0313
Fax 804-608-1197

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

Description

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Miscellaneous

	approve the Conser a part of the record		d and that it be made
Motion: "Mr.	or		
Chairman, I move	e to		
(not required for Conse Agenda items)	I move to approve	the Consent Agenda a f the record, with the	
	• •	Area Mental Health &	-
Subject	Services Community - Resolution R-17-2	•	ract for FY22 and FY 23
Issue			
Recommendation			
Fiscal Implication	S		
Policy Implication	ıc		
Tolicy Implication			
Legislative Histor	Services Board mus Virginia Department Services. This con Community Services and local funds that Services Board for of following the approx Community Services	t of Behavioral Health	ance Contract with the and Developmental spectations of the local ts the state, federal, the Community specifies that, the Contract by the upporting local
Discussion			
Time Needed:		Person Appearing:	
•	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			L
ATTACHMENTS:			

Type

Resolution R-17-21 (PDF)

Henrico Area Mental Health & Developmental Services FY22 and FY23 Community Services Performance Contract (PDF) Cover Memo

Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/30/2021 - 4:25 PM
Administration	Hathaway, Rodney	Approved	8/2/2021 - 7:55 AM
Attorney	Hefty, Brendan	Approved	8/2/2021 - 10:29 AM

BOARD OF SUPERVISORS COUNTY OF NEW KENT VIRGINIA

R-17-21

At the regular meeting of the Board of Supervisors of the County of New Kent in the Boardroom of the Administration Building in New Kent, Virginia, on the 9th day of August, 2021:

l, to adopt the following

RESOLUTION APPROVING THE
FY2022 AND FY2023 COMMUNITY SERVICES BOARD
PERFORMANCE CONTRACT BETWEEN
THE VIRGINIA DEPARTMENT OF BEHAVIORAL
HEALTH AND DEVELOPMENTAL SERVICES
AND HENRICO AREA MENTAL HEALTH
& DEVELOPMENTAL SERVICES BOARD

WHEREAS, Virginia Code § 37.2-508 provides that a performance contract between the Virginia Department of Behavioral Health and Developmental Services (the Department) and the Henrico Area Mental Health & Developmental Services Board (HAMHDS) is to serve as the primary accountability and funding mechanism between the parties. Section 37.2-508 further provides that the performance contract is to be submitted for approval by the governing body of each political subdivision that established HAMHDS; and,

WHEREAS, the County of Henrico, Charles City County and New Kent County, established HAMHDS in 1973; and,

WHEREAS, On June 21, 2021, the Department notified HAMHDS about the state and federal funding that would be available to HAMHDS during FY 2022, and HAMHDS and the Department negotiated a FY 2022 and FY 2023 Community Services Board

Performance Contract ("Contract"). HAMHDS approved the Contract on July 22, 2021, and recommended approval by the governing bodies of Henrico County, Charles City County, and New Kent County; and,

WHEREAS, the Contract is based on the requirements of § 37.2-508, the FY 2022-2023 budget approved by the Henrico Board of Supervisors on April 13, 2021, the state and federal funds available to HAMHDS for FY 2022, and on appropriations by Charles City County and New Kent County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of New Kent County that the FY 2022 and FY 2023 Community Services Board Performance Contract between the Virginia Department of Behavioral Health and Developmental Services and Henrico Area Mental Health & Developmental Services Board is approved.

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Board Chairman



HENRICO AREA MENTAL HEALTH & DEVELOPMENTAL SERVICES

Serving the Counties
Of Henrico, Charles City, and New Kent

FY2022 and FY2023 Community Services Performance Contract

Henrico Area Mental Health & Developmental Services

10299 Woodman Road Richmond, VA 23060 804. 727. 8500

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Other Performance Contract Document Attachments

Exhibit A: Resources and Services

Exhibit B: Continuous Quality Improvement (CQI) Process and CSB Performance Measures

Exhibit C: Regional Discharge Assistance Program (RDAP) Requirements

Exhibit D: Individual CSB Performance Measures

Exhibit E: Performance Contract Schedule and Process

Exhibit F: Federal Grant Requirements

Exhibit F(B): Single Audit Exemption Form

Exhibit G: Core Mandated Services

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

Exhibit I: Behavioral Health Wellness

Exhibit J: Intentionally Left Black for Future Use

Exhibit K: State Hospital Census Management Admission and Discharge Requirements

Exhibit M: Department of Justice Settlement Agreement

Addendum I: Administrative Requirements and Processes and Procedures

Addendum II: Partnership Agreement

Addendum III: Core Services Taxonomy 7.3

1. Purpose

The Department of Behavioral Health and Developmental Services (the "Department) and the Community Service Boards (the "CSBs") 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), develop mental (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.

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, Core Services Taxonomy, 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 that document 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.

Earmarked Funds are funds identified separately in letters of notification, performance contracts, and CARS reports to be used for specified purposes; but CSBs are not required to account for or report expenditures associated with these funds to the Department. Funds are earmarked in order to track their allocation to particular CSBs. While they are not restricted in terms of separate accounting and reporting by CSBs, earmarked funds are appropriated or allocated for specified purposes, and CSBs are expected to use earmarked funds for the purposes for which they were appropriated or allocated.

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 CSBs 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 or BHA and identified in the local resolutions passed by each locality in its creation of the CSB or BHA. 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 or BHA.

The second purpose of Fiscal Agent is the specific CSB or BHA 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 CSBs, then that change must be noted in a revision to the existing MOU.

Memorandum of Understanding (MOU) – A memorandum of understanding 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-The CSB shall provide needed services 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. The current Core Services Taxonomy 7.3 defines these populations.

Restricted Funds are funds identified separately in letters of notification, performance contracts, Exhibits D and Community Automated Reporting System (CARS) reports to be used for specified purposes; CSBs must account for and report expenditures associated with these funds to the Department. This requirement is reflected in the CARS report forms with columns for expenditures and balances that are completed for any restricted funds received by a CSB. 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 restricts funds that would otherwise be earmarked or unearmarked. An example is Other Funds, which are restricted in order to calculate balances of unexpended funds.

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 CARS reports but without specified purposes; CSBs do not have to account for or report expenditures associated with them separately to the Department. Examples of un-earmarked funds would be ongoing State General Funds and Local Matching Funds.

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 CSBs are described in

the Partnership Agreement between the parties. This contract shall not be construed to establish any employeremployee 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, 2021 and ending on June 30, 2023 unless either party gives ninety 90 days or more advance written notice of intent not to renew.

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 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 CSBs 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.

6. Services

Exhibit A of this contract includes all mental health, developmental, and substance use disorder services provided or contracted by the CSBs that are supported by the resources described in this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy 7.3.

7. Service Change Management

The CSBs shall notify the Department 30 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. The CSB shall provide sufficient information to the Office of Management Services (OMS) 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 or stopping the existing service.

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 without submitting a modification notice to the Office of Licensing in the Department at least 45 days in advance of the proposed modification.

The CSB operating a residential crisis stabilization unit (RCSU) shall not increase or decrease the licensed number of beds in the RCSU or close it temporarily or permanently without providing 30 days advance notice to the Office of Licensing and the OMS, and receiving the Department's approval prior to implementing the change.

8. 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 allocated by the Department to the CSB and any other funds associated with or generated by the services shown in Exhibit A. CSB must review their CARS application for the most recent version of Exhibit A.

B. Funding Allocations

- 1. The Department shall inform the CSBs of its state and federal fund allocations in a 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 restricted or earmarked state or federal funds during the contract term if the CSB reduces significantly or stops providing services supported by those funds as documented in CCS Extract or CARS reports. These reductions shall not be subject to provisions in sections 16.A. of this contract. The Commissioner or designee shall communicate all adjustments to the CSBs in writing.
- 3. Continued disbursement of semi-monthly payments of restricted or earmarked state or federal funds by the Department to the CSBs may be contingent on documentation in the CSB's CCS Extract and CARS reports that it is providing the services supported by these funds.

C. Expenses for Services

The CSBs shall provide those services funded within the funds and for the costs 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 three 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 can attach specific conditions or requirements for use of funds, separate from those established by other authorities, only to the state and federal funds that it allocates to the CSB and not more than the 10 percent local matching funds that are required to obtain the CSB's state fund allocations.
- 2. 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.

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 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.

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 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 Department and the CSBs/BHA. 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 CSBs 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.

9. CSB Responsibilities

A. Exhibit A

Shall be submitted electronically through the CARS application. The CSB shall provide the services funded and the costs associated with those service in Exhibit A of CARS. The CSB shall provide the projected array of services, the projected cost of those services, the projected service capacity to provide those services, and the projected cost for those services in Exhibit A.

B. Populations Served

The CSB shall provide needed services 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. The current Core Services Taxonomy 7.3 defines these populations.

C. Scope of Services

The scope of services a CSB may be responsible for providing and the specific core service categories and sub-categories are defined in the Core Services Taxonomy 7.3. See Exhibit G for the list of Code mandated services a CSB shall be responsible for providing.

- 1. Same Day Access (SDA) SDA means 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, not just a screening, 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 goal of SDA is that he or she receives an appointment for face-to-face or other direct services in the program offered by the CSB that best meets his or her needs within 10 business days, sooner if indicated by clinical circumstances.
 - a. 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. If it has received state mental health funds to implement SDA, the CSB shall report SDA outcomes through the CCS Extract outcomes file. 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.
 - a. The Department shall measure SDA by comparing the date of the comprehensive assessment that determined the individual needed services and the date of the first CSB face-to-face or other direct service offered to the individual. SDA benchmarks can be found in Exhibit B.
- 2. **Primary Care Screening and Monitoring** -Any child diagnosed with a serious emotional disturbance and receiving ongoing CSB behavioral health service or any adult diagnosed with a serious mental illness and receiving ongoing CSB behavioral health service will be provided or referred for a primary care screening on a yearly basis.
 - a. For the implementation of "ongoing behavioral health service" is defined as "child with SED receiving Mental Health Targeted Case Management or adult with SMI receiving Mental Health Targeted Case Management". 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.
- b. 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.
- c. CSB shall screen and monitor any individual over age 3 being prescribed an antipsychotic medication by a CSB prescriber for metabolic syndrome following the American Diabetes Association guidelines.
- d. Individuals with serious mental illness (SMI), a population primarily served by the CSBs, 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 primary care screening to identify and provide related care coordination to ensure access to needed physical health care.
- e. For the population includes all individuals over age 3 who receive psychiatric medical services by the CSB. CSBs must report the screen completion and monitoring completion in CCS monthly submission.
- 3. **Outpatient Services** Outpatient services are considered to be foundational services for any behavioral health system. The Core Services Taxonomy 7.3 states that outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory and ancillary services.
 - a. The quality of outpatient behavioral health services is the key component of this step and CSBs shall provide an appointment to a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 10 business days of the completed SDA intake assessment, if clinically indicated.
 - b. All CSBs 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 CSBs.
 - c. This may include improvement or expansion of existing services, the development of new services, or enhanced coordination and referral process to outpatient services not directly provided by the CSB.
 - d. Expertise in the treatment of trauma related conditions are to be established.
 - e. CSBs 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.
 - f. The CSB shall complete and submit to the Department quarterly DLA-20 composite scores through CCS as well as provide training data regarding required trauma training yearly in July when completing federal Block Grant reporting.
- 4. **Service Members, Veterans, and Families (SMVF)** 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. 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.
 - b. CSBs shall ensure behavioral health services including but not limited to SMI, SUD, Co-Occurring and Youth/Adolescents. Clinical services for this population shall align with federal

- clinical guidelines from Veterans Affairs and Department of Defense can be found at https://www.healthquality.va.gov.
- c. CSBs shall identify and refer SMVF seeking services to internal providers that have been trained in military cultural competency (MCC); collaborate with Military Treatment Facilities (MTFs), Veterans Health Administration (VHA) facilities, Virginia Department of Veterans Services (DVS) programs and other external providers to determine SMVF eligibility for services, and assist SMVF with services navigation.
- d. The CSB shall submit information on SMVF receiving services in CCS monthly submission.
- 5. 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.
- 6. 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.
- 7. Access to Substance Abuse Treatment for Opioid Abuse -The CSB shall ensure that individuals requesting treatment for opioid drug abuse, including prescription pain medications, regardless of the route of administration, receive rapid access to appropriate treatment services 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 § 96.126, available until the individual is admitted.
- 8. Crisis Intervention Team (CIT) Services If the CSB receives CIT funding it shall:
 - f. Work with community stakeholders, agencies, and partners across systems to coordinate the implementation and operation of the CIT Assessment Site and provide related access to appropriate services in accordance with its RFP response approved by the Department.
 - g. Submit narrative semi-annual progress reports on these services through the Department's sFTP server and upload them to the Jail Diversion Folder within 45 calendar days of the end of the second quarter and within 60 days of the end of the fiscal year.
 - h. Reports shall include a brief narrative of program activities for all CIT aspects of the services, implementation progress against milestones identified in the approved RFP response, and specific site-related challenges and successes for the reporting period.
 - i. Instructions for naming the files are in the Data Reporting Manual provided by the Department to CSBs that received CIT funds.
 - j. Include all funds, expenditures, and costs associated with these services provided to individuals residing in the CSB's service area in its Community Automated Reporting System (CARS) reports and applicable data about individuals receiving these services and service units received in its monthly CCS extracts submitted to the Department.
 - k. Submit quarterly data files as instructed by the Department using the Excel Data Template provided by the Department to CSBs that received CIT funds. Submit quarterly data reports within 45 calendar days of the end of the first three quarters and within 60 days of the end of the fiscal year. Submit the data files through the Department's sFTP server and upload them to

- the Jail Diversion Folder. Instructions for naming the files are in the Data Reporting Manual provided by the Department.
- Cooperate with the Department in annual site visits and agree to participate in scheduled assessment site meetings.
- 9. **Forensic Services** Upon receipt of a court order 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 local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), other location in the community where the individual is currently located, or in another location suitable for the delivery of the restoration services when determined to be appropriate. These services shall include treatment and restoration services, emergency services, assessment services, the provision of medications and medication management services, and other services that may be needed by the individual in order to restore him to competency and to prevent his admission to a state hospital for these services.
 - a. Upon written notification from a state facility that an individual hospitalized for restoration to competency pursuant to § 19.2-169.2 of the Code of Virginia has been restored to competency and is being discharged back to the community, the CSB shall to the greatest extent possible provide or arrange for the provision of services in the local or regional jail, juvenile detention center (when a juvenile is being tried as an adult), other location in the community where the individual is located, or in another location suitable for the delivery of these services to that individual to ensure the maintenance of his psychiatric stability and competency to stand trial. Services shall include treatment and restoration services, emergency services, assessment services, the provision of medications and medication management services, and other services which may be needed by the individual in order prevent his readmission to a state hospital for these services. 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.
 - b. Upon receipt of a court order pursuant to § 16.1-357, the CSB shall provide or arrange for the provision of services to restore a juvenile to competency to stand trial through the Department's statewide contract.
 - c. Upon receipt of a court order, the CSB shall provide or arrange for the provision of forensic evaluations required by local courts in the community in accordance with State Board Policy 1041.
 - d. Forensic evaluations and treatment shall be performed on an outpatient basis unless the results of an outpatient evaluation indicate that hospitalization is necessary. The CSB shall consult with local courts in placement decisions for hospitalization of individuals with a forensic status based upon evaluation of the individual's clinical condition, need for a secure environment, and other relevant factors. The CSB's staff shall conduct an assessment of risk to provide information to the Commissioner for the determination of whether an individual with a forensic status in need of hospitalization requires placement in a civil facility or a secure facility. The CSB's staff will contact and collaborate with the Forensic Coordinator of the state hospital that serves the CSB or outside of regular business hours any other personnel designated by the state hospital to manage emergency admissions in making this determination. The CSB's assessment shall include those items required prior to admission to a state hospital.
 - e. The CSB shall designate a Forensic Admissions Coordinator, a Forensic Evaluation Coordinator, and an NGRI Coordinator to collaborate with the local courts, the forensic staff of state facilities, and the Department. The CSB shall notify the Department's Director 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 the forensic training designated by the Commissioner of the

- Department as meeting the requirements for completion of forensic evaluations authorized under § 19.2-169.1, § 19.2-169.5, § 19.2-182.2, and § 19.2-182.5 of the Code of Virginia.
- f. The CSB shall provide discharge planning for persons found not guilty by reason of insanity. Pursuant to § 19.2-182.2 through § 19.2-182.7, and § 19.2-182.11 of the Code of Virginia, the CSB shall provide discharge planning, collaborate with the state facility staff in preparing conditional release plans, implement the court's conditional release orders, and submit written reports to the court on the person's progress and adjustment in the community no less frequently than every six months for acquittees who have been conditionally released to a locality served by the CSB. The CSB should provide to the Department's Director 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 for acquittees who have been conditionally released to a locality served by the CSB and copies of court orders regarding acquittees on conditional release.
- g. If an individual with a forensic status does not meet the criteria for admission to a state hospital, his psychiatric needs should be addressed in the local jail, prison, detention center, or other correctional facility in collaboration with local treatment providers.
- 10. **Permanent Supportive Housing (PSH)** If the CSB receives state mental health funds for PSH for adults with serious mental illness, it shall fulfill these requirements:
 - a. Comply with requirements in the PSH Initiative Operating Guidelines 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 Adult Community Behavioral Health Services in the Department.
 - b. 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.
 - c. 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.
 - d. 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 in its information system and CCS Extract monthly extracts.
 - e. 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.
 - f. Submit implementation status reports for PSH within 45 days after the end of the quarter for the first three quarters and within 60 days of the end of the fiscal year to the Department. Submit data about individuals following guidance provided by the Office of Adult Community Behavioral Health and using the tools, platforms, and data transmission requirements provided by the Department. Establish mechanisms to ensure the timely and accurate collection and transmission of data. The Department shall provide the data collection and reporting database, submission due dates, and reporting protocols to the CSB in sufficient time to allow it to comply with them.
 - g. Participate in PSH training and technical assistance in coordination with the Office of Adult

Community Behavioral Health Services and any designated training and technical assistance providers.

- 11. **Residential Crisis Stabilization Units (RCSU)** The CSB operating a RCSU shall staff and operate
 - a. the unit so that it can admit individuals 24 hours per day and seven days per week.
 - b. the unit shall accept any appropriate individuals under temporary detention orders (TDOs) and establish clinical criteria specifying the types of individuals under TDOs that it will accept.
 - c. the CSB shall provide a copy of the criteria to the Department upon request for its review and approval. The unit shall implement a written schedule of clinical programming that covers at least eight hours of services per day and seven days per week that is appropriate for the individuals receiving crisis services and whenever possible incorporates evidence-based and best practices.
 - d. the RCSU shall provide a mix of individual, group, or family counseling or therapy, case management, psycho-educational, psychosocial, relaxation, physical health, and peer- run group services; access to support groups such as Alcoholics Anonymous or Narcotics Anonymous; access to a clinical assessment that includes ASAM Level of Care and medically monitored highly intensive residential services that have the capacity for medication assisted treatment when a substance use disorder is indicated; and other activities that are appropriate to the needs of each individual receiving services and focuses on his or her recovery.
 - e. the CSB shall comply with the requirements provided by the Department in its current Residential Crisis Stabilization Unit Expectations document.
- 12. **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 in the Core Services Taxonomy 7.3. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program.
- 13. **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 business days of receipt and provide 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 web site, provide copies to all individuals when they are admitted for services, and provide a copy to the Department upon request.

D. 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.
 - b. The CSB shall develop, implement, and maintain, itself or in affiliation with other CSBs, 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.
- c. The CSB shall implement, in collaboration with other CSBs in its region, the state hospital(s) and training centers serving its region, and private providers involved with the public mental health, developmental, and substance use disorder services system, regional utilization management procedures and practices.
- 3. **Critical Incidents:** The CSB shall implement procedures to insure 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.
 - e. If any CSB employees are being paid totally with Federal Mental Health or SABG funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level II of the federal Executive Schedule. They must provide written notification to the Department to include names and titles of those employees.
 - f. The CSB assures that it is and will continue to be in full compliance with the applicable provisions of 45 CFR Part 54, Charitable Choice Regulations, and 45 CFR Part 87, Equal Treatment for Faith- Based Organizations Regulations, in its receipt and use of federal Mental Health Services and SABG funds and federal funds for Projects for Assistance in Transitions from Homelessness programs. Both regulations prohibit discrimination against religious organizations, provide for the ability of religious organizations to maintain their religious character, and prohibit religious organizations from using federal funds to finance inherently religious activities.

E. 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 as Exhibit D of this contract.
- 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 MH and SUD Outpatient 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 CSBs 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 CSBs.

3. Reporting Requirements

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

a.) provide monthly Community Consumer Submission (CCS) extracts that 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 CCS Extract Specifications, including the current Business Rules.

- b.) follow the current Core Services Taxonomy 7.3 and CCS Extract 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 CCS Extract releases and participate in the user acceptance testing process when requested to do so by the Department;
- e.) report 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 planned and implemented by the Department in collaboration with the VACSB DMC, but report funding, expenditure, and cost data on these services through CARS); and report service, funding, expenditure, and cost data on any other mental health promotion services through CCS Extract and CARS;
- f.) supply information to the Department's Forensics Information Management System 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);
- g.) report data and information required by the current Appropriation Act; and
- h.) report data identified collaboratively by the Department and the CSB working
- i.) 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 CARS, CCS, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department. 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 CCS;
- 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 CCS Extract 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 Core Services Taxonomy

- 7.3, the current CCS Extract, 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 taxonomy, the current CCS Extract, 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 CCS Extract 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 CCS Extract Specifications and Core Services Taxonomy 7.3; 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 CCS Extract 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 CCS Extract 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. **Constitution of the CSB:** The resolutions or ordinances currently in effect that were enacted by the governing body or bodies of the local government or governments to establish the CSB are consistent with applicable statutory requirements in §§ 37.2-500, 37.2-501, and 37.2-502 or §§ 37.2-601, 37.2-602, and 37.2-603 of the Code and accurately reflect the current purpose, roles and responsibilities, local government membership, number and type of CSB board member appointments from each locality, the CSB's relationship with its local government or governments, and the name of the CSB.

10. 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 CCS Extract data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS Extract 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.

11. Compliance with Laws

CSB shall comply with all applicable federal, state, and local laws and regulations. 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. HIPPA

- 1. The CSB shall comply with the HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements.
- 2. The CSB shall execute a Business Associate Agreement (BAA) initiated by the Department for any HIPAA- or 42 CFR Part 2- protected health information (PHI), personally identifiable information (PII), and other confidential data that it exchanges with the Department and its state facilities that is not covered by section 6.c.1.) a.) and f.) or 2.)c.) to ensure the privacy and security of sensitive data.
- 3. The CSB 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 FIPS 140-2 standard and is encrypted using a method supported by the Department.
- 4. The Department and its state hospitals and training centers shall comply with HIPAA and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements.
- 5. The Department shall initiate a BAA with the CSB for any HIPAA- or 42 CFR Part 2-PHI, PII, and other confidential data that it and its state facilities exchange with the CSB that is not covered by section 6.c.1.) a.) and f.) or 2.)c.) to ensure the privacy and security of sensitive data.
- 6. The Department shall execute a BAA with FEI, its WaMS contractor, for the exchange of PHI, PII, and other confidential data that it or the CSB exchanges with FEI to ensure the privacy and security of sensitive data.
- 7. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-PHI, PII, and other confidential data, exchanged electronically with CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department and CSB.

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 insure 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 *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. 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.

I. Program and Service Reviews

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.

J. Consideration of Department Comments or Recommendations

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.

K. 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 CSBs 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.
- 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 CSBs 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.

L. 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.

M. Department CSB Performance Measures Data Dashboard

The Department shall develop a data dashboard to display the CSB Performance Measures in Exhibit B, developed in collaboration with the CSB, and disseminate it to CSBs. 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.

N. Utilization Management

The Department shall work with the CSBs, 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.

O. 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.*

P. 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.

Q. Peer Review Process

The Department shall implement a process in collaboration with volunteer CSBs 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.

R. 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 CSBs.

S. 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.

12. Reporting and Data Quality Requirements

- **A.** In accordance with State Board Policy 1030, the Department shall work with CSBs through the VACSB DMC to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy 7.3, the current CCS Extract, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements.
- **B.** The Department also shall work with CSBs 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 taxonomy, current CCS Extract, and TEDS and other federal reporting requirements.
- C. 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 existing reporting mechanisms, including CCS Extract, CARS, WaMS, FIMS, and the current prevention data system and stand-alone spreadsheet or other program- specific reporting processes.
- **D. Community Consumer Submission:** The Department shall collaborate with CSBs through the DMC in the implementation and modification of the current CCS Extract, 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 CCS Extract Specifications, including the current Business Rules. The Department will receive and use individual characteristic and service data disclosed by the CSBs through CCS Extract 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.

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

- **E. Data Elements:** The Department shall work with CSBs 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.
- **F. Streamlining Reporting Requirements:** The Department shall work with CSBs through the DMC to review existing reporting requirements including the current CCS Extract 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 CCS Extract Specifications and Core Services Taxonomy 7.3; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.
- G. Data Quality: The Department shall provide data quality reports to the CSB on the completeness and validity of its CCS Extract 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 CCS Extract submissions. Once approved, the Department shall monitor the plan of correction and the CSB's ongoing data quality. The Department may address persistent deficiencies that are not resolved through this process with an Individual CSB Performance Measure in Exhibit D.

H. Surveys: 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.

13. Communication

- **A.** 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.
- **B.** The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract.
- **C.** 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.
- **D.** The Department shall issue new or revised policy, procedure, and guidance documents affecting CSBs 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.

14. 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.

15. Compliance and Dispute Resolution

The Department may utilize a variety of remedies, including requiring a corrective action plan, delaying payments, reducing allocations or payments, and terminating the contract, to assure CSB compliance with this 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.

In accordance with subsection E of § 37.2-508 or § 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 this section and after affording the CSB an adequate opportunity to use the dispute resolution process described in this of this contract. The Department shall deliver a written notice specifying the cause to the CSB's board chairperson and executive director at least 75 days prior to the date of actual termination of the contract. In the event of contract termination under these circumstances, only payment for allowable services rendered by the CSB shall be made by the Department.

- **A. Disputes**: Resolution of disputes arising from Department contract compliance review and performance management efforts or from actions by the CSB related to this contract may be pursued through the dispute resolution process in this section, which may be used to appeal only the following conditions:
 - 1.) reduction or withdrawal of state general or federal funds, unless funds for this activity are withdrawn by action of the General Assembly or federal government or by adjustment of allocations or payments pursuant to section 5 of this contract;
 - 2.) termination or suspension of the contract, unless funding is no longer available; 3.) refusal to negotiate or execute a contract modification;
 - 3.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or
 - 4.) determination that an expenditure is not allowable under this contract.
- **B.** Remediation Process: The Department and the CSB shall use the remediation process mentioned in

subsection E of § 37.2-508 or § 37.2-608 of the Code to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of all or a portion of the contract in accordance with the provisions of this section. The parties shall develop the details of this remediation process and add them as an Exhibit D of this contract. This exhibit shall:

- 1.) describe the situation or condition, such as a pattern of failing to achieve a satisfactory level of performance on a significant number of major outcome or performance measures in the contract, that if unresolved could result in termination of all or a portion of the contract;
- 2.) require implementation of a plan of correction with specific actions and timeframes approved by the Department to address the situation or condition; and
- 3.) include the performance measures that will document a satisfactory resolution of the situation or condition.
- 4.) If the CSB does not implement the plan of correction 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 in order 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.
- **C. Dispute Resolution Process**: Disputes arising from any of the conditions in this section of this contract shall be resolved using the following process:
 - 1.) Within 15 calendar days of the CSB's identification or receipt of a disputable action taken by the Department or of the Department's identification or receipt of a disputable action taken by the CSB, the party seeking resolution of the dispute shall submit a written notice to the Department's OMS Director, stating its desire to use the dispute resolution process. The written notice must describe the condition, nature, and details of the dispute and the relief sought by the party.
 - 2.) The OMS Director shall review the written notice and determine if the dispute falls within the conditions listed in section 16.A. If it does not, the OMS Director shall notify the party in writing within seven days of receipt of the written notice that the dispute is not subject to this dispute resolution process. The party may appeal this determination to the Commissioner in writing within seven days of its receipt of the Director's written notification.
 - 3.) If the dispute falls within the conditions listed in this section, the OMS Director shall notify the party within seven days of receipt of the written notice that a panel will be appointed within 15 days to conduct an administrative hearing.
 - 4.) Within 15 days of notification to the party, a panel of three or five disinterested persons shall be appointed to hear the dispute.
 - i. The CSB shall appoint one or two members; the Commissioner shall appoint one or two members; and the appointed members shall appoint the third or fifth member.
 - ii. Each panel member will be informed of the nature of the dispute and be required to sign a statement indicating that he has no interest in the dispute.
 - iii. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.
 - 5.) The OMS Director shall contact the parties by telephone and arrange for a panel hearing at a mutually convenient time, date, and place. The panel hearing shall be scheduled not more than 15 days after the appointment of panel members. Confirmation of the time, date, and place of the hearing will be communicated to all parties at least seven days in advance of the hearing.
 - 6.) The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision or action was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party in order to obtain a clear understanding of the facts.

- 7.) 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 Commissioner for a final decision.
- 8.) 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.
- 9.) The final decision shall be sent by certified mail to both parties no later than 60 days after receipt of the written notice from the party invoking the dispute resolution process.
- 10.) Multiple appeal notices shall be handled independently and sequentially so that an initial appeal will not be delayed by a second appeal.
- 11.) The CSB or the Department may seek judicial review of the final decision to terminate the contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

16. Liability

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.

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

Signatures

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

VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

By:	
Name: Alison G. Land, FACHE	
Title: Commissioner	
Date:	
COMMUNITY SERVICES BOARD NAME	
Ву:	By:
Name: [CHAIRPERSON NAME]	Name: [EXECUTIVE DIRECTOR NAME]
Title: Chairperson	Title: Executive Director
Date:	Date

	Exhibit L: List	of Acronyms	
Acronym	Name	Acronym	Name
ACE	Adverse Childhood Experiences	NCI	National Core Indicators
ACT	Assertive Community Treatment (ACT) – Effective 7.1.2021		
BAA	Business Associate Agreement (for HIPAA compliance)	NGRI	Not Guilty by Reason of Insanity
CARS	Community Automated Reporting System	OMS	Office of Management Services
CCS	Community Consumer Submission	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)
DMAS	Department of Medical Assistance Services (Medicaid)	RUMCT	Regional Utilization Management and Consultation
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
<u>ICF</u>	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

FY 2022 Exhibit A: Resources and Services

Henrico Area Mental Health & Developmental Services

Consolidated	Budget (Pages AF	-3 through AF-1	2)	
Funding Sources	Mental Health (MH) Services	Developmental (DV) Services	Substance Use Disorder (SUD) Services	TOTAL
State Funds	7,528,295	65,505	1,314,894	8,908,694
Local Matching Funds	9,555,486	8,357,353	472,390	18,385,229
Total Fees	5,462,029	6,044,421	203,700	11,710,150
Transfer Fees In/(Out)	0	0	0	C
Federal Funds	651,416	0	957,487	1,608,903
Other Funds	7,000	184,000	0	191,000
State Retained Earnings	145,030	0	0	145,030
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	23,349,256	14,651,279	2,948,471	40,949,006
State Funds One-Time	0	0	0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	0	0	0	0
TOTAL ALL FUNDS	23,349,256	14,651,279	2,948,471	40,949,006
Cost for MH/DV/SUD Services	18,011,081	14,555,028	2,948,471	35,514,580
	Cost	for Emergency S	Services (AP-4)	4,008,561
	Cos	st for Ancillary S	Services (AP-4)	2,009,062
		Total Co	st for Services	41,532,203

1
8,908,694
18,385,229
27,293,923
67.36%

CSB Administrative Percentage		
Administrative Expenses	3,240,442	
Total Cost for Services	41,532,203	
Admin / Total Expenses	7.80%	

FY2022 And FY2023 Community Services Performance Contract FY 2022 Exhibit A: Resources and Services

Henrico Area Mental Health & Developmental Services Financial Comments

Comment1	DEV OBRA is an estimate; it was not included in the LON.
Comment2	MH Other Funds is snack bar at Lakeside Center.
Comment3	MH State Retained Earnings - Regional Programs is Acute Care retained earnings.
Comment4	Expenses on services pages for regional programs paid by RBHA:
Comment5	\$45,967 Acute Care utilization in MH 250
Comment6	\$537,230 Regional DAP in MH 3
Comment7	\$583,197 Total
Comment8	
Comment9	
Comment10	
Comment11	
Comment12	
Comment13	
Comment14	
Comment15	
Comment16	
Comment17	
Comment18	
Comment19	
Comment20	
Comment21	
Comment22	
Comment23	
Comment24	
Comment25	

FY2022 Exhibit A: Resources and Services

Mental Health (MH) Services

Henrico Area Mental Health & Developmental Services

Funding Sources	Funds
<u>FEES</u>	
MH Medicaid Fees	4,052,445
MH Fees: Other	1,409,584
Total MH Fees	5,462,029
MH Transfer Fees In/(Out)	0
MH Net Fees	5,462,029
FEDERAL FUNDS	
MH FBG SED Child & Adolescent (93.958)	79,636
MH FBG Young Adult SMI (93.958)	182,726
MH FBG Crisis Services (93.958)	0
MH FBG SMI (93.958)	91,942
MH FBG SMI PACT (93.958)	297,112
MH FBG SMI SWVBH Board (93.958)	0
Total MH FBG SMI Funds	389,054
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	389,054
MH Federal PATH (93.150)	0
MH Federal COVID Emergency Grant (93.665)	
MH Other Federal - DBHDS	0
MH Other Federal - COVID Support	
MH Other Federal - CSB	0
Total MH Federal Funds	651,416
STATE FUNDS	
Regional Funds	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	0
Total Net MH Acute Care - Restricted	0
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	2,249
Total Net MH Regional DAP - Restricted	2,249
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	0
MH Crisis Stabilization - Transfer In/(Out)	147,811
Total Net MH Crisis Stabilization - Restricted	147,811
MH Transfers from DBHDS Facilities (Fiscal Agent)	147,811
MH Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net MH Transfers from DBHDS Facilities	0
	_
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	0

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FY2022 Exhibit A: Resources and Services

Mental Health (MH) Services

Henrico Area Mental Health & Developmental Services

Funding Sources	Funds
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention Transfer In/(Out)	0
Total Net MH First Aid and Suicide Prevention	0
MH STEP-VA Outpatient (Fiscal Agent)	597,576
MH STEP-VA Outpatient Transfer In/(Out)	0
Total Net MH STEP-VA Outpatient	597,576
MH STEP-VA Crisis (Fiscal Agent)	0
MH STEP-VA Crisis Transfer In/(Out)	0
Total Net MH STEP-VA Crisis	0
MH STEP-VA Clinician's Crisis Dispatch (Fiscal Agent)	0
MH STEP-VA Clinician's Crisis Dispatch Transfer In/(Out)	0
Total Net MH STEP-VA Clinician's Crisis Dispatch	0
MH STEP-VA Peer Support (Fiscal Agent)	145,318
MH STEP-VA Peer Support Transfer In/(Out)	0
Total Net MH STEP-VA Peer Support	145,318
MH STEP-VA Veteran's Services (Fiscal Agent)	68,295
MH STEP-VA Veteran's Services Transfer In/(Out)	0
MH STEP-VA Veteran's Services	68,295
MH Forencie Discharge Planning (Fiscal Agent)	0
MH Forensic Discharge Planning (Fiscal Agent)	0
MH Forensic Discharge Planning Transfer In/(Out) Total Net MH Forensic Discharge Planning	0
MH Permanent Supportive Housing (Fiscal Agent)	•
MH Permanent Supportive Housing Transfer In/(Out)	866,340
•	0
Total Net MH Permanent Supportive Housing	866,340
MH Recovery (Fiscal Agent)	0
MH Other Merged Regional Funds (Fiscal Agent)	0
MH State Regional Deaf Services (Fiscal Agent)	0
MH Total Regional Transfer In/(Out)	398,758
Total Net MH Unrestricted Regional State Funds	398,758
Total Net MH Regional State Funds	2,226,347
Children State Funds	
MH Child & Adolescent Services Initiative	10,000
MH Children's Outpatient Services	75,000
MH Juvenile Detention	111,724
Total MH Restricted Children's Funds	196,724
MH State Children's Services	25,000
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	25,000
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	0
Total Net MH Restricted Crisis Response & Child Psychiatry	0
Total State MH Children's Funds (Restricted for Children)	221,724

FY2022 Exhibit A: Resources and Services

Mental Health (MH) Services

Henrico Area Mental Health & Developmental Services

Funding Sources	Funds
Other State Funds	·
MH Law Reform	397,790
MH Pharmacy - Medication Supports	482,735
MH Jail Diversion Services	147,675
MH Rural Jail Diversion	(
MH Docket Pilot JMHCP Match	(
MH Adult Outpatient Competency Restoration Services	(
MH CIT-Assessment Sites	459,814
MH Expand Telepsychiatry Capacity	26,452
МН РАСТ	500,000
MH PACT - Forensic Enhancement	(
MH Gero-Psychiatric Services	(
MH STEP-VA - SDA, Primary Care Screening and Ancillary Services	475,793
MH Young Adult SMI	476,237
Total MH Restricted Other State Funds	2,966,496
MH State Funds	2,113,728
MH State NGRI Funds	, ,
MH Geriatrics Services	(
Total MH Unrestricted Other State Funds	2,113,728
Total MH Other State Funds	5,080,224
Total MH State Funds	7,528,295
OTHER FUNDS	7,320,23
MH Other Funds	7,000
MH Federal Retained Earnings	(
MH State Retained Earnings	(
MH State Retained Earnings - Regional Programs	145,030
MH Other Retained Earnings	
Total MH Other Funds LOCAL MATCHING FUNDS	152,030
MH Local Government Appropriations	9,555,486
MH Philanthropic Cash Contributions	(
MH In-Kind Contributions	(
MH Local Interest Revenue	(
Total MH Local Matching Funds	9,555,486
Total MH Funds	23,349,256
MH ONE-TIME FUNDS	
MH FBG SMI (93.958)	(
MH FBG SED Child & Adolescent (93.958)	(
MH FBG Peer Services (93.958)	(
MH One-Time State Funds	(
MH One-Time Restricted State Funds	(
Total One-Time MH Funds	
Total MH All Funds	23,349,256

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FY2022 Exhibit A: Resources and Services

Developmental Services (DV) Henrico Area Mental Health & Developmental Services

Funding Sources	Funds
FEES	
DV Medicaid DD Waiver Fees	2,751,075
DV Other Medicaid Fees	0
DV Medicaid ICF/IDD Fees	2,799,950
DV Fees: Other	493,396
Total DV Fees	6,044,421
DV Transfer Fees In/(Out)	0
DV Net Fees	6,044,421
FEDERAL FUNDS	
DV Other Federal - DBHDS	0
DV Other Federal - COVID Support	0
DV Other Federal - CSB	0
Total DV Federal Funds	0
STATE FUNDS	
DV State Funds	38,545
DV OBRA Funds	26,960
Total DV Unrestricted State Funds	65,505
DV Trust Fund (Restricted)	0
DV Rental Subsidies	0
DV Guardianship Funding	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In/(Out)	0
Total Net DV Crisis Stabilization	0
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In/(Out)	0
Total Net DV Crisis Stabilization -Children	0
DV Transfers from DBHDS Facilities (Fiscal Agent)	0
DV Transfers from DBHDS Facilities - Transfer In/(Out)	0
Total Net DV Transfers from DBHDS Facilities	0
Total DV Restricted State Funds	0
Total DV State Funds	65,505

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FY2022 Exhibit A: Resources and Services

Developmental Services (DV) Henrico Area Mental Health & Developmental Services

Funding Sources	Funds
OTHER FUNDS	
DV Workshop Sales	184,000
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings-Regional Programs	0
DV Other Retained Earnings	0
Total DV Other Funds	184,000
LOCAL MATCHING FUNDS	
DV Local Government Appropriations	8,357,353
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	8,357,353
Total DV Funds	14,651,279
DV ONE-TIME FUNDS	
DV One-Time State Funds	0
DV One-Time Restricted State Funds	0
Total One-Time DV Funds	0
Total DV All Funds	14,651,279

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FY2022 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Henrico Area Mental Health & Developmental Services

Funding Sources	Funds
FEES	
SUD Medicaid Fees	159,500
SUD Fees: Other	44,200
Total SUD Fees	203,700
SUD Transfer Fees In/(Out)	0
Sud Net Fees	203,700
FEDERAL FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)	675,510
SUD FBG SARPOS (93.959)	56,948
SUD FBG Jail Services (93.959)	0
SUD FBG Co-Occurring (93.959)	0
SUD FBG New Directions (93.959)	0
SUD FBG Recovery (93.959)	0
SUD FBG MAT - Medically Assisted Treatment (93.959)	0
Tota SUD FBG Alcohol/Drug Treatment Funds	732,458
SUD FBG Women (includes LINK at 6 CSBs) (93.959)	38,294
Total SUD FBG Women Funds	38,294
SUD FBG Prevention (93.959)	186,735
SUD FBG Prev-Family Wellness (93.959)	0
Total SUD FBG Prevention Funds	186,735
SUD Federal COVID Emergency Grant (93.665)	0
SUD Federal YSAT – Implementation (93.243)	0
SUD Federal Opioid Response – Recovery (93.788)	0
SUD Federal Opioid Response – Treatment (93.788)	0
SUD Federal Opioid Response – Prevention (93.788)	0
Total SUD Federal Opioid Response Funds (93.788)	0
SUD Other Federal - DBHDS	0
SUD Other Federal - COVID Support	0
SUD Other Federal - CSB	0
Total SUD Federal Funds	957,487

FY2022 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Henrico Area Mental Health & Developmental Services

Funding Sources	Funds	
STATE FUNDS		
Regional Funds		
SUD Facility Reinvestment (Fiscal Agent)	0	
SUD Facility Reinvestment Transfer In/(Out)	0	
Total Net SUD Facility Reinvestment	0	
SUD Transfers from DBHDS Facilities (Fiscal Agent)	0	
SUD Transfers from DBHDS Facilities - Transfer In/(Out)	0	
Total Net SUD Transfers from DBHDS Facilities	0	
SUD Community Detoxification (Fiscal Agent)	0	
SUD Community Detoxification – Transfer In/(Out)	0	
Total Net SUD Community Detoxification	0	
SUD STEP-VA (Fiscal Agent)	0	
SUD STEP-VA - Transfer In/(Out)	0	
Total Net SUD STEP-VA - Restricted	0	
Total Net SUD Regional State Funds	0	
Other State Funds		
SUD Women (includes LINK at 4 CSBs) (Restricted)	1,400	
SUD MAT - Medically Assisted Treatment	140,000	
SUD Permanent Supportive Housing Women	0	
SUD SARPOS	56,578	
SUD Recovery	0	
Total SUD Restricted Other State Funds	197,978	
SUD State Funds	1,017,128	
SUD Region V Residential	0	
SUD Jail Services/Juvenile Detention	69,059	
SUD HIV/AIDS	30,729	
Total SUD Unrestricted Other State Funds	1,116,916	
Total SUD Other State Funds	1,314,894	
Total SUD State Funds	1,314,894	
OTHER FUNDS		
SUD Other Funds	0	
SUD Federal Retained Earnings	0	
SUD State Retained Earnings	0	
SUD State Retained Earnings-Regional Programs	0	
SUD Other Retained Earnings	0	
Total SUD Other Funds	0	
LOCAL MATCHING FUNDS		
SUD Local Government Appropriations	472,390	
SUD Philanthropic Cash Contributions	0	

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FY2022 Exhibit A: Resources and Services

Substance Use Disorder (SUD) Services

Henrico Area Mental Health & Developmental Services

Funding Sources	Funds
SUD In-Kind Contributions	0
SUD Local Interest Revenue	0
Total SUD Local Matching Funds	472,390
Total SUD Funds	2,948,471
SUD ONE-TIME FUNDS	
SUD FBG Alcohol/Drug Treatment (93.959)	0
SUD FBG Women (includes LINK-6 CSBs) (93.959)	0
SUD FBG Prevention (93.959)	0
SUD FBG Recovery (93.959)	0
SUD One-Time State Funds	0
SUD One-Time Restricted State Funds	0
Total SUD One-Time Funds	0
Total All SUD Funds	2,948,471

FY2022 And FY2023 Community Services Performance Contract FY 2022 Exhibit A: Resources and Services

Local Government Tax Appropriations

Henrico Area Mental Health & Developmental Services

City/County	Tax Appropriation
New Kent County	135,000
Charles City County	127,040
Henrico County	18,123,189
Total Local Government Tax Funds:	18,385,229

FY2022 And FY2023 Community Services Performance Contract FY2022 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Resources and Core Services Costs by Program Area

Henrico Area Mental Health & Developmental Services

	MH Services	DV Services	SUD Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)	23,349,256	14,651,279	2,948,471			40,949,006
Cost for MH, DV, SUD, Emergency, and Ancillary Services	18,011,081	14,555,028	2,948,471	4,008,561	2,009,062	41,532,203
Difference	5,338,175	96,251	0	-4,008,561	-2,009,062	-583,197

Difference results from

Other: 583,197

Explanation of Other in Table Above:

Regional program pa Care \$45,967.	aid by RBHA on behalf of	Henrico Area: Regio	onal DAP \$537,230; Acute	е

Report Date 6/25/2021 **AF-12**

FY2022 Exhibit A: Resources and Services

CSB 100 Mental Health Services Henrico Area Mental Health & Developmental Services

Core Services	Proje Serv Capa	vice	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Psychiatric Inpatient Services	0.42	Beds	23	\$207,984
310 Outpatient Services	24	FTEs	1485	\$4,574,765
312 Medical Services	7	FTEs	2052	\$2,797,362
350 Assertive Community Treatment	18	FTEs	143	\$2,121,789
320 Case Management Services	23.25	FTEs	1800	\$4,260,428
425 Mental Health Rehabilitation	55	Slots	77	\$1,143,950
460 Individual Supported Employment	2.5	FTEs	64	\$404,269
581 Supportive Residential Services	7	FTEs	120	\$2,493,034
610 Prevention Services	0.2	FTEs		\$7,500
	Totals		5,764	\$18,011,081

Form 11A: Pharmacy Medication Supports	Number of Consumers
803 Total Pharmacy Medication Supports Consumers	240

FY2022 Exhibit A: Resources and Services

CSB 200 Developmental Services Henrico Area Mental Health & Developmental Services

Core Services	Project Servio Capac	ce	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
320 Case Management Services	31	FTEs	1110	\$5,618,253
425 Developmental Habilitation	142	Slots	150	\$3,932,623
430 Sheltered Employment	40 \$	Slots	40	\$805,996
465 Group Supported Employment	26	Slots	26	\$1,313,476
460 Individual Supported Employment	6.5	FTEs	90	\$661,123
521 Intensive Residential Services	20 E	Beds	20	\$2,223,557
I	Totals		1,436	\$14,555,028

FY2022 Exhibit A: Resources and Services

CSB 300 Substance Use Disorder Services Henrico Area Mental Health & Developmental Services

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	16 FTEs	450	\$1,477,690
312 Medical Services	0.05 FTEs	190	\$22,076
335 Medication Assisted Treatment Services	0.75 FTEs	110	\$243,669
521 Intensive Residential Services	0.5 Beds	5	\$136,231
610 Prevention Services	7 FTEs		\$1,068,805
	Totals	755	\$2,948,471

FY2022 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services Henrico Area Mental Health & Developmental Services

Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	20.6 FTEs	2600	\$4,008,561
318 Motivational Treatment Services	0.8 FTEs	55	\$131,097
390 Consumer Monitoring Services	0.33 FTEs	300	\$96,251
720 Assessment and Evaluation Services	7 FTEs	2350	\$1,781,714
	Totals	5,305	\$6,017,623

Table 2: Board Management Salary Costs

Name of CSB:	Henrico Area Menta	l Health & Devel	opmental Se	FY 2022		
	Table 2a:	FY 2022	Salary Range	Budgeted Tot.	Tenure	
Manag	ement Position Title	Beginning	Ending	Salary Cost	(yrs)	
Executive Director		\$128,115.00	\$235,674.00	\$144,048.00	6.00	

Table 2: Integrated Behavioral and Primary Health Care Questions
1. Is the CSB participating in a partnership with a federally qualified health center, free clinic, or local health department to integrate the provision of behavioral health and primary health care?
Yes
2. If yes, who is the partner?
 ✓ a federally qualified health center Name: The Daily Planet □ a free clinic Name: □ a local health department, or Name: □ another organization Name:
3. Where is primary health (medical) care provided?
✓ on-site in a CSB program, □ on-site at the primary health care provider, or □ another sitespecify:
4. Where is behavioral health care provided?
 ✓ on-site in a CSB program, □ on-site at the primary health care provider, or □ another sitespecify:

EXHIBIT B FY 2022 AND FY 2023: CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS AND CSB PERFORMANCE MEASURES

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EXHIBIT B FY 2022 AND FY 2023: CONTINUOUS QUALITY IMPROVEMENT (CQI) PROCESS AND CSB PERFORMANCE MEASURES

Introduction

Meaningful performance expectations are part of a CQI process developed and supported by the Department and CSBs that will monitor CSB progress in achieving those expectations to improve the quality, accessibility, integration and welcoming, person-centeredness, and responsiveness of services locally and to provide a platform for system-wide improvement efforts. Generally, performance expectations reflect requirements based in statute, regulation, or policy. The capacity to measure progress in achieving performance expectations and goals, provide feedback, and plan and implement CQI strategies shall exist at local, regional, and state levels.

Implementing the CQI process will be a multi-year, iterative, and collaborative effort to assess and enhance CSB and system-wide performance over time through a partnership among CSBs and the Department in which they are working to achieve a shared vision of a transformed services system. In this process, CSBs and the Department engage with stakeholders to perform meaningful self-assessments of current operations, determine relevant CQI performance expectations and goals, and establish benchmarks for goals, determined by baseline performance, to convert those goals to expectations.

The Department and the CSB may negotiate CSB performance measures in Exhibit D of the performance contract reflecting actions or requirements to meet expectations and goals in the CSB's CQI plan. As this joint CQI process evolves and expands, the Department and the Virginia Association of Community Services Boards will utilize data and reports submitted by CSBs to conduct a broader scale evaluation of service system performance and identify opportunities for CQI activities across all program areas.

CSB Administrative Requirements provides further clarification for those implementation activities, so that each CSB can be successful in designing a performance improvement process at the local level. The CSB will comply with the performance expectations and goals. Additionally, supplementary information about STEP-VA quality and accountability process development and expectations can be found in the documentation provided by the Department. If the CSB cannot meet certain performance expectations and goals, it shall provide a written explanation and submit to the performancecontractsupport@dbhds.virginia.gov mailbox. The CSB shall have a plan for complying with the identified expectation or goal, including specific actions and target dates. The Department will review this plan and negotiate any changes with the CSB.

The CSB and Department agree to implement, monitor, and take appropriate action on the following performance measures.

I. Exhibit B Performance Measures

A. Continuity of Care for State Hospital Discharges

- 1. **Measure:** Percent of individuals for whom the CSB is the identified case management CSB who keep a face-to-face (non-emergency) mental health outpatient service appointment within seven calendar days after discharge from a state hospital.
- 2. **Benchmark:** At least 80 percent of these individuals shall receive a face-to-face (non-emergency) mental health outpatient service from the CSB within seven calendar days after discharge.
- 3. **Monitoring:** The Department shall monitor this measure through comparing AVATAR data on individuals discharged from state hospitals to the CSB with CCS data about their dates of mental health outpatient services after discharge from the state hospital and work with the CSB to achieve this benchmark utilizing the process document provided by the Department if it did not meet it.

B. Residential Crisis Stabilization Unit (RCSU) Utilization

- 1. **Measure:** Percent of all available RCSU bed days for adults and children utilized annually.
- 2. **Benchmark:** The CSB that operates an RCSU shall ensure that the RCSU, once it is fully operational, achieves an annual average utilization rate of **at least 75 percent** of available bed days.
- 3. **Monitoring:** The Department shall monitor this measure using data from CCS service records and CARS service capacity reports and work with the CSB to achieve this benchmark if it did not meet it.

C. Regional Discharge Assistance Program (RDAP) Service Provision

- 1. **Measure:** Percentage of the total annual state RDAP fund allocations to a region obligated and expended by the end of the fiscal year.
- 2. **Benchmark:** CSBs in a region shall **obligate at least 95 percent and expend at least 90 percent** of the total annual ongoing state RDAP fund allocations on a regional basis by the end of the fiscal year. The benchmark does not include one-time state RDAP allocations provided to support ongoing DAP plans for multiple years.
- 3. **Monitoring**: The Department shall monitor this measure using reports from regional managers and CARS reports. If CSBs in a region cannot accomplish this measure, the Department may work with the regional management group (RMG) and participating CSBs to transfer state RDAP funds to other regions to reduce extraordinary barriers to discharge lists (EBLs) to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended or unobligated state RDAP funds. See Exhibit C for additional information.

D. Assertive Community Treatment (ACT) Program Provision

After the implementation phase of ACT in their Exhibit D, CSBs shall comply with this CQI process for ACT performance measures.

- 1. **Measure:** The ACT team is of a sufficient size to consistently provide for necessary staffing diversity and coverage.
- 2. **Benchmark:** Team staffing is dependent on the program size and the maximum individual to team member ratio (psychiatric care providers and program assistants excluded from ratio calculation). Three program sizes may be implemented: small, mid-size, and large ACT teams:
 - a. **Small teams**: serve a maximum of 50 individuals with at least six staff (excluding psychiatric care provider & program assistant) for a ratio of 1 team member per 8 or fewer individuals;
 - b. **Mid-size teams**: serve 51-74 individuals with at least eight staff (excluding psychiatric care provider & program assistant) for a ratio of 1 team member per 9 or fewer individuals; and
 - c. **Large teams** serve 75-120 individuals with at least 10 staff (excluding psychiatric care provider & program assistant) for a ratio of 1 team member per 9 or fewer individuals.
 - d. Movement onto (admissions) and off of (discharges) the team may temporarily result in breaches of the maximum caseload. Therefore, teams shall be expected to maintain an annual average not to exceed 50, 74, and 120 individuals, respectively.
 - e. To maintain appropriate ACT team development, each new ACT team is recommended to titrate ACT intakes (e.g., 4–6 individuals per month) to gradually build up capacity to serve no more than 100–20 individuals (with a 1:9 ratio) and no more than 42–50 individuals (a 1:8 ratio) for smaller teams.
- 3. **Outcomes:** Given the provision of High-Fidelity ACT team services, it is expected that individuals will reduce the amount of time spent in institutional settings and become more integrated within their own community.
- 4. **Monitoring:** The Department shall monitor this measure using data from the CCS consumer and service files, the ACT data system, and through ACT fidelity monitoring using the Tool for Measurement of Assertive community Treatment (TMACT).

E. Provision of Developmental Enhanced Case Management Services

- 1. **Measures:** Percentage of individuals receiving DD Waiver services who meet the criteria for receiving enhanced case management (ECM) services who:
 - a. Receive at least one face-to-face case management service monthly with no more than 40 days between visits
 - b. receive at least one face-to-face case management service visit every other month in the
 - c. individual's place of residence.
- 2. **Benchmark:** The CSB shall provide the case management service visits in measures 1.a and b to **at least 90 percent** of the individuals receiving DD Wavier services who meet the criteria for ECM.

- 3. **Monitoring:** The Department shall use data from CCS consumer, type of care, and service files to monitor these measures and work with the CSB to achieve this benchmark if it did not meet it.
 - a. The CSB agrees to monitor the percentage of adults (age 18 or older) receiving developmental case management services from the CSB whose case managers discussed integrated, community-based employment with them during their annual case management individual supports plan (ISP) meetings. The Department agrees to monitor this measure through using CCS data and work with the CSB to increase this percentage. Refer to State Board Policy (SYS) 1044 Employment First for additional information and guidance. Integrated, community based employment does not include sheltered employment.
 - b. The CSB agrees to monitor the percentage of adults (age 18 or older) receiving developmental case management services from the CSB whose ISPs, developed or updated at the annual ISP meeting, contained employment outcomes, including outcomes that address barriers to employment. The Department agrees to monitor this measure through using CCS data and work with the CSB to increase this percentage. Employment outcomes do not include sheltered employment or prevocational services.
 - c. The CSB agrees to monitor and report data through CCS about individuals who are receiving case management services from the CSB and are receiving DD Waiver services whose case managers discussed community engagement or community coaching opportunities with them during their most recent annual case management individual support plan (ISP) meeting. Community engagement or community coaching supports and fosters the ability of an individual to acquire, retain, or improve skills necessary to build positive social behavior, interpersonal competence, greater independence, employability, and personal choice necessary to access typical activities and functions of community life such as those chosen by the general population; it does not include community opportunities with more than three individuals with disabilities.
 - d. The CSB agrees to monitor and report data through CCS about individuals who are receiving case management services from the CSB and are receiving DD Waiver services whose individual support plans (ISPs), developed or updated at the annual ISP meeting, contained community engagement or community coaching goals.
- 4. CSB Performance Measures: The CSB and Department agree to use the CSB Performance Measures, developed by the Department in collaboration with the VACSB Data Management, Quality Leadership, and VACSB/DBHDS Quality and Outcomes Committees to monitor outcome and performance measures for CSBs and improve the CSB's performance on measures where the CSB falls below the benchmark. These performance measures include:
 - a. intensity of engagement of adults receiving mental health case management services,
 - b. Individuals, including children (ages 6-17) and adults (ages 18 or over) who received a suicide risk assessment in the last 12 months
 - c. adults with SMI who are receiving mental health case management services who received a complete physical examination in the last 12 months,
 - d. Initiation and engagement, in substance use disorder services for adults and children who are 13 years old or older with a new episode of substance use disorder services.
 - e. Individuals receiving targeted case management services who received a primary care screen at the CSB in the last 12 months.
 - f. Individuals over the age of 3 prescribed an antipsychotic by a CSB prescriber who receives regular metabolic screening, and
 - g. 6-month change in DLA-20 scores for youth (ages 6-17) and adults (age 18 or over).

F. Same Day Access

- 1. **Measures**: Percentage of individuals who received a SDA assessment and were determined to need a follow-up service who:
 - a. Are offered an appointment at an appropriate service within 10 business days; an
 - b. Attend a scheduled follow-up appointment within 30 calendar days.

- 2. **Benchmarks**: The CSB shall offer an appropriate follow-up appointment to **at least 86 percent** of the individuals who are determined to need an appointment.
 - a. 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.
- 3. **Monitoring**: The Department shall monitor through the use of data from CCS monthly submission and other established data collection tools agreed upon by the Department and CSB.

G. Substance Use Disorder Treatment Engagement

- 1. **Measures:** Percentage of individuals 13 years or older with a new episode of substance use disorder services who initiate services within 14 days of diagnosis and attend follow up services within 34 days.
- 2. **Benchmarks**: The CSB shall aim to have **at least 50 percent** of SUD clients engage in treatment per this definition of engagement.
- 3. **Monitoring**: The Department shall monitor through the use of data from CCS monthly submission and other established data collection tools agreed upon by the Department and CSB.

H. Outpatient Primary Care Screening and Monitoring

- 1. Primary Care Screening -Measures
 - a. **Objective 1:** Any child diagnosed with a serious emotional disturbance and receiving ongoing CSB behavioral health service or any adult diagnosed with a serious mental illness and receiving ongoing CSB behavioral health service will be provided or referred for a primary care screening on a yearly basis.
 - b. For the implementation of Objective 1, "ongoing behavioral health service" is defined as "child with SED receiving Mental Health Targeted Case Management or adult with SMI receiving Mental Health Targeted Case Management". These clients are required to be provided with a yearly primary care screening to include, at minimum, height, weight, blood pressure, and BMI.
 - c. This screening may be done by the CSB or the individual may be referred to a primary care provider to have this screening completed. 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.
- 2. **Objective 2:** Screen and monitor any individual over age 3 being prescribed an antipsychotic medication by CSB prescriber for metabolic syndrome following the American Diabetes Association guidelines. The population includes all individuals over age 3 who receive psychiatric medical services by the CSB.
- 3. **Benchmark**: CSB and DBHDS will work together to established.
- 4. **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.
- 5. **Monitoring:** CSBs must report the screen completion and monitoring completion in CCS monthly submission to reviewed by the Department.
- I. Outpatient Services Outpatient services are considered to be foundational services for any behavioral health system. The DBHDS Services Taxonomy states that outpatient services may include diagnosis and evaluation, screening and intake, counseling, psychotherapy, behavior management, psychiatry, psychological testing and assessment, laboratory and ancillary services.
 - 1. **Measures**: CSBs shall provide an appointment to a high quality CSB outpatient provider or a referral to a non-CSB outpatient behavioral health service within 10 business days of the completed SDA intake assessment, if clinically indicated.

- a. All CSBs 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 CSBs. This may include improvement or expansion of existing services, the development of new services, or enhanced coordination and referral process to outpatient services not directly provided by the CSB.
- b. Expertise in the treatment of trauma related conditions are to be established
- 2. **Benchmark**: CSBs 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 traumafocused treatment can be demonstrated.
- 3. **Monitoring:** The CSB shall complete and submit to the Department quarterly DLA-20 composite scores through CCS as well as provide training data regarding required trauma training yearly in July when completing federal Block Grant reporting.

J. Service Members, Veterans, and Families (Rev.7.1.2021)

1. Training

- a. Measures: Percentage of CSB direct services staff who receive military cultural competency training
- b. **Benchmark**: Is provided to 100% of CSB staff delivering direct services to the SMVF population. Direct services include, but are not limited to, those staff providing crisis, behavioral health outpatient and case management services.

2. Presenting for Services

- a. Measures: Percentage of clients with SMVF status presenting for services
- b. **Benchmark**: Is tracked for 90% of individuals presenting for services

3. Referral Destination

- a. Measures: Percentage served referred to SMVF referral destination
- b. **Benchmark**: Of those served by the CSB who are SMVF, at least 70% will be referred to Dept. of Veterans Services (DVS), Veterans Health Administration facilities and services (VHA), and/or Military Treatment Facilities and services (MTF) referral destination

4. Columbia Suicide Severity Rating Scale

- a. **Measure**: Percentage of SMVF for whom suicide risk screening using the Columbia Suicide Severity Rating Scale brief screen is conducted
- b. **Benchmark**: Is conducted for 60% of SMVF for Year 1 (July 1, 2021 through June 30, 2022)
- 5. **Monitoring**: CSBs must report all data through its CCS monthly submission.

K. Peer and Family Support Services

1. Certification and Registration

- a. **Measure**: Peer Supporters will obtain certification and registration (Board of Counseling) within 18 months of hire.
- b. Benchmark: 80% of Peer Supporters will become a Peer Recovery Specialist within one year of hire.

2. Unduplicated individuals receiving Peer Services

- a. Measure: Total number of unduplicated individuals receiving Peer Services will continue to increase.
- b. **Benchmark**: Total number of unduplicated individuals receiving Peer Services will continue to increase 5% annually. Year 1 will allow for a benchmark and this percentage will be review going into year two.

3. Individual contacts (repeat/duplicated) receiving Peer or Family Support Services

- a. **Measure**: Total number of individual contacts (repeat/duplicated) receiving Peer or Family Support Services will increase annually for individual and group.
- b. **Benchmark**: Total number of individual contacts for Peer or Family Support Services will increase 5% annually (only applies to service codes and locations where Peer and/or Family Support Services are delivered). Year 1 will allow for a benchmark and this percentage will be review going into year two for individual and group.
- 4. Peer Support Service units (15-minute increments)

- a. **Measure**: Total number of Peer Support Service units (15-minute increments) provided will increase annually for individual and group.
- b. **Benchmark**: Total number of Peer Support Service units (15-minute increments) provided will increase 5% annually (only applies to service codes and locations where Peer and/or Family Support Services are delivered). Year 1 will allow for a benchmark and this percentage will be review going into year two for individual and group.

5. Closing Programs

- a. Measure: CSBs will inform DBHDS when Recovery oriented peer services programs are closing,
- b. **Benchmark**: SCB will inform Office of Recovery Services (ORS) Director within 30 days prior to Recovery oriented peer services programs are set to close.
- 6. **Monitoring:** CSBs must report data through its CCS monthly submission.

7.

II. CQI Performance Expectations and Goals

A. General Performance Goal and Expectation

- 1. For individuals currently receiving services, the CSB has a protocol in effect 24 hours per day, seven days per week (a) for service providers to alert emergency services staff about individuals deemed to be at risk of needing an emergency intervention, (b) for service providers to provide essential clinical information, which should include advance directives, wellness recovery action plans, or safety and support plans to the extent they are available, that would assist in facilitating the disposition of the emergency intervention, and (c) for emergency services staff to inform the case manager of the disposition of the emergency intervention. Individuals with co-occurring mental health and substance use disorders are welcomed and engaged promptly in an integrated screening and assessment process to determine the best response or disposition for continuing care. The CSB shall provide this protocol to the Department upon request. During its inspections, the Department's Licensing Office may examine this protocol to verify this affirmation as it reviews the CSB's policies and procedures.
- 2. For individuals hospitalized through the civil involuntary admission process in a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital, including those who were under a temporary detention or an involuntary commitment order or were admitted voluntarily from a commitment hearing, and referred to the CSB, the CSB that will provide services upon the individual's discharge has in place a protocol to assure the timely discharge of and engage those individuals in appropriate CSB services and supports upon their return to the community. The CSB monitors and strives to increase the rate at which these individuals keep scheduled face-to-face (non-emergency) service visits within seven business days after discharge from the hospital or unit. Since these individuals frequently experience co-occurring mental health and substance use disorders, CSB services are planned as co-occurring capable and promote successful engagement of these individuals in continuing integrated care. The CSB shall provide this protocol to the Department upon request. During its inspections, the Department's Licensing Office may examine this protocol to verify this affirmation as it reviews the CSB's policies and procedures.

B. Emergency Services Performance Goal and Expectation

- 1. When an immediate face-to-face intervention by a certified preadmission screening evaluator is appropriate to determine the possible need for involuntary hospitalization, the intervention is completed by a certified preadmission screening evaluator who is available within one hour of initial contact for urban CSBs and within two hours of initial contact for rural CSBs. Urban and rural CSBs are listed in the current Overview of Community Services in Virginia at www.dbhds.virginia.gov/OCC-default.htm.
- 2. Every preadmission screening evaluator is hired with knowledge, skills, and abilities to establish a welcoming environment for individuals with co-occurring disorders and performing hopeful engagement and integrated screening and assessment.
- 3. Pursuant to subsection B of § 37.2-817 of the Code of Virginia, a preadmission screening evaluator, or through a mutual arrangement an evaluator from another CSB, attends each commitment hearing, initial (up to 30 days)

- or recommitment (up to 180 days), for an adult held in the CSB's service area or for an adult receiving services from the CSB held outside of its service area in person, or, if that is not possible, the preadmission screening evaluator participates in the hearing through two-way electronic video and audio or telephonic communication systems, as authorized by subsection B of § 37.2-804.1 of the Code of Virginia, for the purposes of presenting preadmission screening reports and recommended treatment plans and facilitating least restrictive dispositions.
- 4. In preparing preadmission screening reports, the preadmission screening evaluator considers all available relevant clinical information, including a review of clinical records, wellness recovery action plans, advance directives, and information or recommendations provided by other current service providers or appropriate significant other persons (e.g., family members or partners). Reports reference the relevant clinical information used by the preadmission screening evaluator. During its inspections, the Department's Licensing Office may verify this affirmation as it reviews services records, including records selected from a sample identified by the CSB for individuals who received preadmission screening evaluations.
- 5. If the emergency services intervention occurs when an individual has been admitted to a hospital or hospital emergency room, the preadmission screening evaluator informs the charge nurse or requesting medical doctor of the disposition, including leaving a written clinical note describing the assessment and recommended disposition or a copy of the preadmission screening form containing this information, and this action is documented in the individual's service record at the CSB with a progress note or with a notation on the preadmission screening form that is included in the individual's service record. During its inspections, the Department's Licensing Office may verify this affirmation as it reviews services records, including records selected from a sample identified by the CSB for individuals who received preadmission screening evaluations, for a progress note or a copy of the preadmission screening form.

C. Mental Health and Substance Abuse Case Management Services Performance Expectation

- 1. Case managers are hired with the goal of becoming welcoming, recovery-oriented, and co-occurring competent to engage all individuals receiving services in empathetic, hopeful, integrated relationships to help them address multiple issues successfully.
- 2. Reviews of the individualized services plan (ISP), including necessary assessment updates, are conducted with the individual quarterly or every 90 days and include significant changes in the individual's status, engagement, participation in recovery planning, and preferences for services; and the ISP is revised accordingly to include an individual-directed wellness plan that addresses crisis self-management strategies and implements advance directives, as desired by the individual. For those individuals who express a choice to discontinue case management services because of their dissatisfaction with care, the provider reviews the ISP to consider reasonable solutions to address the individual's concerns. During its inspections, the Department's Licensing Office may verify this affirmation as it reviews ISPs, including those from a sample identified by the CSB of individuals who discontinued case management services.
- 3. The CSB has policies and procedures in effect to ensure that, during normal business hours, case management services are available to respond in person, electronically, or by telephone to preadmission screening evaluators of individuals with open cases at the CSB to provide relevant clinical information in order to help facilitate appropriate dispositions related to the civil involuntary admissions process established in Chapter 8 of Title 37.2 of the Code of Virginia. During its inspections, the Department's Licensing Office may verify this affirmation as it examines the CSB's policies and procedures.
- 4. For an individual who has been discharged from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital or released from a commitment hearing and has been referred to the CSB and determined by it to be appropriate for its case management services program, a preliminary assessment is initiated at first contact and completed, within 14 but in no case more than 30 calendar days of referral, and an individualized services plan (ISP) is initiated within 24 hours of the individual's admission to a program area for services in its case management services program and updated when required by the Department's licensing regulations. A copy of an advance directive, a wellness recovery action plan, or a similar expression of an

- individual's treatment preferences, if available, is included in the clinical record. During its inspections, the Department's Licensing Office may verify these affirmations as it reviews services records.
- 5. For individuals for whom case management services will be discontinued due to failure to keep scheduled appointments, outreach attempts, including home visits, telephone calls, letters, and contacts with others as appropriate, to reengage the individual are documented. The CSB has a procedure in place to routinely review the rate of and reasons for refused or discontinued case management services and takes appropriate actions when possible to reduce that rate and address those reasons. The CSB shall provide a copy of this procedure to the Department upon request. During its inspections, the Department's Licensing Office may examine this procedure to verify this affirmation.

D. Co-Occurring Mental Health and Substance Use Disorder Performance Expectation

The CSB ensures that, as part of its regular intake processes, every adolescent (ages 12 to 18) and adult presenting for mental health or substance use disorder services is screened, based on clear clinical indications noted in the services record or use of a validated brief screening instrument, for co-occurring mental health and substance use disorders. If screening indicates a need, the CSB assesses the individual for co-occurring disorders. During its onsite reviews, staff from the Department's Office of Community Behavioral Health Services may examine a sample of service records to verify this affirmation.

E. Data Quality Performance Expectation

- 1. The CSB submits 100 percent of its monthly CCS consumer, type of care, and services file extracts to the Department in accordance with the schedule in Exhibit E of the performance contract and the current CCS Extract Specifications and Business Rules, a submission for each month by the end of the following month for which the extracts are due. The Department will monitor this measure quarterly by analyzing the CSB's CCS submissions and may negotiate an Exhibit D with the CSB if it fails to meet this goal for more than two months in a quarter.
- 2. The CSB monitors the total number of consumer records rejected due to fatal errors divided by the total consumer records in the CSB's monthly CCS consumer extract file. If the CSB experiences a fatal error rate of more than five percent of its CCS consumer records in more than one monthly submission, the CSB develops and implements a data quality improvement plan to achieve the goal of no more than five percent of its CCS consumer records containing fatal errors within a timeframe negotiated with the Department. The Department will monitor this affirmation by analyzing the CSB's CCS submissions.
 - a. The CSB ensures that all required CCS data is collected and entered into its information system when a case is opened or an individual is admitted to a program area, updated at least annually when an individual remains in service that long, and updated when an individual is discharged from a program area or his case is closed.
 - b. The CSB identifies situations where data is missing or incomplete and implements a data quality improvement plan to increase the completeness, accuracy, and quality of CCS data that it collects and reports.
 - c. The CSB monitors the total number of individuals without service records submitted showing receipt of any substance use disorder service within the prior 90 days divided by the total number of individuals with a TypeOfCare record showing a substance use disorder discharge in those 90 days. If more than 10 percent of the individuals it serves have not received any substance use disorder services within the prior 90 days and have not been discharged from the substance use disorder services program area, the CSB develops and implements a data quality improvement plan to reduce that percentage to no more than 10 percent.
- 3. The Department will monitor this affirmation by analyzing the CSB's CCS submissions.

F. Employment and Housing Opportunities Expectation

The CSB reviews and revises, if necessary, its joint written agreement, required by subdivision A.12 of § 37.2-504 or subsection 14 of § 37.2-605 of the Code of Virginia, with the Department of Aging and Rehabilitative Services (DARS) regional office to ensure the availability of employment services and specify DARS services to be provided to individuals receiving services from the CSB.

- The CSB works with employment service organizations (ESOs) where they exist to support the availability of
 employment services and identify ESO services available to individuals receiving services from the CSB.
 Where ESOs do not exist, the CSB works with other entities to develop employment services in accordance
 with State Board Policy 1044 (SYS) 12-1 to meet the needs of employment age (18-64) adults who choose
 integrated employment.
- 2. Pursuant to State Board Policy 1044, the CSB ensures its case managers discuss integrated, community-based employment services at least annually with adults currently receiving services from it, include employment-related goals in their individualized services and supports plans if they want to work, and when appropriate and as practicable engage them in seeking employment services that comply with the policy in a timely manner.
- 3. The CSB reviews and revises, if necessary, its joint written agreements, required by subdivision 12 of subsection A of § 37.2-504 or subsection 14 of § 37.2-605 of the Code of Virginia, with public housing agencies, where they exist, and works with planning district commissions, local governments, private developers, and other stakeholders to maximize federal, state, and local resources for the development of and access to affordable housing and appropriate supports for individuals receiving services from the CSB.
- 4. The CSB works with the Department through the VACSB Data Management Committee, at the direction of the VACSB Executive Directors Forum, to collaboratively establish clear employment and stable housing policy and outcome goals and develop and monitor key housing and employment outcome measures.

Exhibit C FY22-23: Regional Discharge Assistance Program (RDAP) Requirements

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.

- 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 CSB shall comply with the current Discharge Assistance Program Manual issued by the Department.
- 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 in accordance with Services Taxonomy.
- 4. 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.
- 5. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall submit mid-year and end of the fiscal year reports to the Department in a format developed by the Department in consultation with regional managers that separately displays the total actual year-to-date expenditures of state RDAP funds for ongoing IDAPPs and for one-time IDAPPs and the amounts of obligated but unspent state RDAP funds.
- 6. The CSB and state hospital representatives on the RMG on which the CSB participates shall have authority to reallocate state RDAP funds among CSBs from CSBs that cannot use them in a reasonable time to CSBs that need additional state RDAP funds to implement more IDAPPs to reduce EBLs.
- 7. If CSBs in the region cannot obligate at least 95 percent and expend at least 90 percent of the total annual ongoing state RDAP fund allocations on a regional basis by the end of the fiscal year, the Department may work with the RMG and participating CSBs to transfer state RDAP funds to other regions to reduce EBLs to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended or unobligated state RDAP funds. This does not include one-time allocations to support ongoing DAP plans for multiple years.
- 8. On behalf of the CSBs in a region, the regional manager shall continue submitting the quarterly summary of IDAPPs to the Department in a format developed by the Department in consultation with regional managers that displays year-to-date information about ongoing and one-time IDAPPs, including data about each individual receiving DAP services, the amounts of state RDAP funds approved for each IDAPP, the total number of IDAPPs that have been implemented, and the projected total net state RDAP funds obligated for these IDAPPs.
- 9. 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.

DUE	DESCRIPTION
DATE	DESCRIPTION
E 21 21	1. The December 1 of the DV 2022 Lawrence National CCD leads to
5-21-21	1. The Department distributes the FY 2022 Letters of Notification to CSBs by this date electronically with enclosures that show tentative allocations of state and federal block grant funds.
	NOTE: This is contingent on the implementation of the fiscal year budget as passed by the General Assembly and signed into law by the Governor. The Code of Virginia allows the Governor to make certain adjustments to the Budget. Changes in Federal legislation, inclement weather and uncertain revenue collections, are just a few examples of events that may require adjustments to the budget in order to maintain the balanced budget as required by Virginia's constitution.
	2. Contracts shall conform to Letter of Notification allocations of state and federal funds or amounts subsequently revised by or negotiated with the OMS and confirmed in writing and shall contain actual appropriated amounts of local matching funds.
	3. The Department's Office of Information Services and Technology (OIS&T) distributes the FY 2022 Performance Contract package software in the Community Automated Reporting System (CARS) to CSBs.
	4. CSB Financial Analysts in the Department's Office of Fiscal and Grants Management (OFGM) During June and July, prepare electronic data interchange transfers for the first two semi- monthly payments (July) of state and federal funds for all CSBs.
06-25-21	FY 2022 Exhibit A submitted electronically in CARS, are due by this date. Table 2 Board
	Management and Salary Cost and Integrated Behavioral and Primary Health Care Questions of
07-01-21	Exhibit A shall be submitted with in CARS. 1. All required signature pages for the FY2022 performance contract shall be signed and
07-01-21	submitted electronically. This shall include the any applicable Exhibits D that may be due at this time to the Office of Management Services (OMS) attached by email and sent to the performancecontractsupport@dbhds.virginia.gov email address.
	2. If the CSB has not included the minimum 10 percent local matching funds in the contract, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code and State Board Policy 4010, to the OMS attached by email and sent to the performancecontractsupport@dbhds.virginia.gov email address.
	3. If the amount of CSBs local match in their end of year report results in reducing the local match below the required 10%, then this requirement also applies to end of the fiscal year performance contract reports. The waiver shall conform to the Minimum Ten Percent Matching Funds Waiver Request Guidelines.
	4. The CSB Financial Analysts prepares the transfers for payments 3 and 4 during July and August (August payments) of state and federal funds. CSB Financial Analysts prepare the transfers for payments 5 and 6 during August and September (September payments) of state and federal funds.
	5. Payments may not be released without complete contracts. Once the completed contract is received transfers for these two semi-monthly payments will be processed and funds will be disbursed with the next scheduled payment.

DUE DATE	DESCRIPTION
07-12-21	The OIS&T distributes FY 2021 end of the fiscal year performance contract report.
07-30-21	CSBs submit their June Community Consumer Submission (CCS) extract files for June to the OIS&T in time to be received by this date.
08-20-21	CSBs submit their complete CCS reports for total (annual) FY 2021 CCS service unit data to the in time to be received by this date. The Department will not accept any corrections to the FY2021 end of year CCS report after this date.
08-31-21	CSBs send complete FY 2021 end of the fiscal year electronic CARS performance contract reports to the OIS&T in time to be received by this date.
	2. The OMS reviews services sections of the reports for correctness, completeness, consistency, and acceptability; resolves discrepancies with CSBs; and communicates necessary changes to CSBs.
	3. OFGM CSB Financial Analysts review financial portions of reports for arithmetic accuracy, completeness, consistency, and conformity with state funding actions; resolve discrepancies with CSBs; and communicate necessary changes to CSBs.
	4. Once they complete their reviews of a CSB's reports, the OMS and OFGM CSB Financial Analysts notify the CSB to submit new reports reflecting only those approved changes to OIS&T.
	5. CSBs submit new reports to correct errors or inaccuracies no later than <u>09-17-2021</u> . The Department will not accept CARS report corrections after this date.
	6. Submitting a report without correcting errors identified by the CARS error checking program may result in the imposition by the Department of a one- time, one percent reduction not to exceed \$15,000 of state funds apportioned for CSB administrative expenses.
	7. CSBs shall submit their July 2022 CCS monthly extract files for July to in time to be received by this date.

DUE	DESCRIPTION
DATE	
09-30-21	Department staff complete reviews by this date of contracts received by the due date that are complete and acceptable.
	2. The OFGM analyzes the revenue information in the contract for conformity to Letter of Notification allocations and advises the CSB to revise and resubmit financial forms in Exhibit A of its contract if necessary.
	3. The Offices of Community Behavioral Health, Child and Family, and Developmental Services review and approve new service proposals and consider program issues related to existing services based on Exhibit A.
	4. The OMS assesses contract completeness, examines maintenance of local matching funds, integrates new service information, makes corrections and changes on the service forms in Exhibit A, negotiates changes in Exhibit A, and finalizes the contract for signature by the Commissioner. The OMS notifies the CSB when its contract is not complete or has not been approved and advises the CSB to revise and resubmit its contract.
	5. The OIS&T receives CARS and CCS submissions from CSBs, maintains the community services database, and processes signed contracts into that database as they are received from the OMS.
	6. CSBs submit their CCS monthly consumer, type of care, service, diagnosis, and outcomes extract files for August in time to be received by this date.
10-01-21	After the Commissioner signs the contracts, a fully executed copy of the Contract will be send to the CSBs.
	2. CSB Financial Analysts prepare transfers for payments 7 and 8 during September and October (October payments).
	3. Payment 7 or 8 may not be released without receipt of a CSB's final FY 2021 CCS consumer, type of care, service, diagnosis, and outcomes extract files and FY 2021 end of the fiscal year by the due date.
	4. CSB Financial Analysts prepare transfers for payments 9 and 10 during October and November (November payments).
10-15-21	CSBs submit Federal Balance Reports to the OFGM in time to be received by this date.
10-29-21	1. CSBs submit CCS monthly consumer, type of care, service, diagnosis, and outcomes extract files for September to the OIT&S in time to be received by this date.
	2. CSB Financial Analysts prepare transfers for payments 11 and 12 During November and December (December payments), Payments may not be released without receipt of September CCS submissions and final Federal Balance Reports.
11-30-21	CSBs submit their CCS monthly consumer, type of care, service, diagnosis, and outcomes extract files for October to the OIT&S in time to be received by this date.
12-03-21	1. CSBs that are not local government departments or included in local government audits send one

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DUE	DESCRIPTION
DATE	
	copy of the Certified Public Accountant (CPA) audit reports for the previous fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR) by this date.
	2. CSBs submit a copy of CPA audit reports for all contract programs for their last full fiscal year, ending on June 30th, to the OBFR by this date. For programs with different fiscal years, reports are due three months after the end of the year.
	3. The CSBs shall have a management letter and plan of correction for deficiencies which must be sent with these reports.
	4. Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts (APA) by the local government.
	5. The CSB must forward a plan of correction for any audit deficiencies to the OBFR by this date.
	6. To satisfy federal block grant sub-recipient monitoring requirements imposed on the Department under the Single Audit Act, a CSB that is a local government department or is included in its local government audit shall contract with the same CPA audit firm that audits its locality to perform testing related to the federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grants. Alternately, the local government's internal audit department can work with the CSB and the Department to provide the necessary sub-recipient monitoring information.
	7. If the CSB receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, the CSB and the Department may negotiate an Exhibit D that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them.
12-31-21	1. CSB Financial Analysts prepare transfers for payment 13 through 16 (January and February payments). For CSBs who's FY 2021 end of the fiscal year performance contract reports have been not verified as accurate and internally consistent, and whose CCS monthly extracts for October have been not received, payments may not be released.
	2. CSBs submit their CCS monthly extract files for November in time to be received by this date.
01-07-22	The OIS&T distributes FY 2022 mid-year performance contract report software
01-31-22	in CARS CSBs submit their CCS monthly consumer, type of care, service, diagnosis, and outcomes extract files for December in time to be received by this date.
02-18-22	CSBs send complete mid-year performance contract reports and a revised Table 1: Board of Directors Membership Characteristics to the OIS&T electronically in CARS.
	2. CSB Financial Analysts prepare transfers during February for payment 17 and 18 (March payments) for CSBs whose monthly CCS extract for December and CARS reports not received by the end of January; payments may not be released.
	3. CSB Financial Analysts prepare transfers during March for payments 19 and 20 (April payments) for CSBs whose complete FY 2022 mid-year performance contract reports not received by the due date, payments may not be released.
02-25-22	CSBs submit their CCS extract files for January to the OIS&T in time to be received by this date, for CSBs whose monthly CCS extract files for January were not received by the end of the month, payments may not be released.

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DUE	DESCRIPTION
DATE	
03-31-22	CSBs submit their CCS extract files for February to the OIS&T in time to be received by this date.
	2. CSB Financial Analysts prepare transfers during March for payments 21 and 22 (May payments) for CSBs whose mid-year performance contract reports have not been verified as accurate and internally consistent and whose monthly CCS extract files for February were not received by the end of the month. Payments may not be released.
04-29-22	1. CSBs submit their CCS monthly consumer, type of care, service, diagnosis, and outcomes extract files for March to the OIS&T in time to be received by this date.
	2. CSB Financial Analysts prepare transfers during May for payment 23 and 24 (June payments) for CSBs whose monthly CCS extract files for March were not received by the end of April, payments may not be released.
05-31-22	1. CSBs submit their CCS monthly extract files for April to the OIS&T in time to be received by this date, for CSBs whose monthly CCS extract files for April were received by the end of May.
	2. If April CCS extract files are not received by May 31st, this may delay or even eliminate payment 24 due to time restrictions on when the Department can send transfers to the Department of Accounts for payment 24.
06-30-22	CSBs submit their CCS monthly extract files for May to the OIS&T by this date.

Exhibit E: FY2022 Performance Contract Schedule

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 in the CARS, and monthly CCS extracts to the Department.

- **A.** The performance contract and any revisions submitted by the CSB shall be:
 - 1. complete, that is 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 in the Department-provided CARS software and any subsequent instructional memoranda; and
 - 4. received by the due dates listed in Exhibit E of this contract.
- **B.** If the CSB does not meet these performance contract requirements, the Department may delay future semi-monthly payments of state and federal funds until satisfactory performance is achieved.
- C. Mid-year and end-of-the-fiscal year performance contract reports submitted by the CSB shall be:
 - 1. complete, that is all required information is displayed in the correct places, all required data are included in the electronic CARS application reports, and any required paper forms that gather information not included in CARS are submitted;
 - 2. consistent with the state and federal block grant funds allocations in the Letter of Notification or figures subsequently revised by or negotiated with the Department;
 - 3. prepared in accordance with instructions;
 - 4. (i) internally consistent and arithmetically accurate: all related funding, expense, and cost data are consistent, congruent, and correct within a report, and (ii) submitted only after errors identified by the CARS error checking programs are corrected; and
 - 5. received by the due dates listed in Exhibit E of this contract.
- **D.** If the CSB does not meet these requirements for its mid-year and end-of-the-fiscal year CARS reports, the Department may delay future semi-monthly payments state and federal funds 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 following requirements in its end-of-the-fiscal year CARS report:
 - 1. a one percent reduction not to exceed \$15,000 for failure to comply with requirement of section C.4. of this exhibit; and
 - 2. a one percent reduction not to exceed \$15,000 for failure to comply with requirement of section C.5. of this exhibit, unless an extension has been obtained from the Department through the process on the next page.
- **E.** The CSB shall submit monthly consumer, type of care, service, diagnosis, and outcomes files by the end of the month following the month for which the data is extracted in accordance with the CCS Extract Specifications, including the current Business Rules. The submissions shall satisfy the requirements.
- **F.** If the CSB fails to meet the extract submission requirements in Exhibit E of this contract, the Department may delay semi-monthly payments until satisfactory performance is achieved, unless

Exhibit E: FY2022 Performance Contract Schedule

Administrative Performance Requirements

the Department has not provided the CCS extract application to the CSB in time for it to transmit its monthly submissions.

- **G.** If the Department negotiates an Exhibit D with a CSB because of unacceptable data quality, and the CSB fails to satisfy the requirements in Exhibit D 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 1 on the CSB.
- **H.** Substance abuse prevention units of service data and quarterly reports shall be submitted to the Department through the prevention data system planned and implemented by the Department in collaboration with the VACSB DMC.
- I. The Department will calculate state funds apportioned for CSB administrative expenses by multiplying the total state funds allocated to the CSB by the CSB's administrative percentage displayed on page AF-1 of the contract.
- **J.** The CSB shall not allocate or transfer a one-time reduction of state funds apportioned for administrative expenses to direct service or program costs.
- K. Process for Obtaining an Extension of the End-of-the-Fiscal Year CARS 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.
 - a. 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.
 - b. As soon as CSB staff becomes aware that it cannot submit the end-of-the-fiscal year CARS report in time to be received in the Department by the due date, the executive director must inform the Office of Management Services (OMS) Director that it is requesting an extension of this due date. This request should be submitted as soon as possible and it shall be in writing, describe completely the reason(s) and need for the extension, and state the date on which the report will be received by the Department.
 - c. The written 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. Telephone extension requests are not acceptable and will not be processed.
 - d. The OMS will act on all requests for due date extensions that are received in accordance with this process and will notify the requesting CSBs of the status of their requests on the second business day before the due date.

L. Performance Contract Revision Instructions:

- 1. The CSB may revise Exhibit A of its signed contract only in the following circumstances:
- 2. a new, previously unavailable category or subcategory of services is implemented;
- 3. an existing category or subcategory of services is totally eliminated;
- 4. a new program offering an existing category or subcategory of services is implemented;
- 5. a program offering an existing category or subcategory of services is eliminated;

Exhibit E: FY2022 Performance Contract Schedule

Administrative Performance Requirements

- 6. new restricted or earmarked state or federal funds are received to expand an existing service or establish a new one;
- 7. state or federal block grant funds are moved among program (mental health, developmental, or substance use disorder) areas or emergency or ancillary services (an exceptional situation);
- 8. allocations of state, federal, or local funds change; or
- 9. a major error is discovered in the original contract.
- 10. Revisions of Exhibit A shall be submitted using the CARS software and the same procedures used for the original performance contract.

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Background

State agencies often administer federal awards received as pass-through funds to other non-federal entities. These non-federal recipient entities are called Subrecipient and they assist in carrying out various federally-funded programs. Subrecipient 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 are governed by federal statute, regulations, and policies in addition to state laws and regulations. The source of the funding determines the regulations and policies that govern the provision of the funds. The Substance Abuse and Mental Health Services Administration (SAMHSA) is the primary source of federal funds awarded to DBHDS also receives funds from the U.S. Department of Justice and the U.S. Department of Education.

As a primary recipient of federal funds, state agencies serve a pass-through role in which funds are subawarded to Subrecipient. Federal regulations require that pass-through entities provide monitoring of their Subrecipient which is outlined in Sections 200.330 through 200.345 in 2 C.F.R. Part 200 and Sections 75.300 through 75.391 in 45 C.F.R. Part 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 into federally-funded subrecipient relationships with Community Service Boards (CSBs). This exhibit provides compliance requirements and other general grant information for the federal grant funds that DBHDS passes-through to the CSBs.

Defined Terms

Administrative Proceeding – A non-judicial process that is adjudicatory in nature in order 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.

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.

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

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 forprofit 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 \$5,000.

Executive – Officers, managing partners, or any other employees in management positions.

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. The number of the announcement pertaining to this SFA is included in the Grant Specific Requirements in Section VI.

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 \$1,000 per unit.

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

Notice of Award (NOA) – The official award document issued by the federal granting agency that notifies the primary recipient of their award amount. A copy of the NOA is included in Attachment B.

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 as a result of this agreement.

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 timeframe for expending unliquidated obligations provided in Section III of this Exhibit. Unliquidated Obligations cannot include personnel costs and are limited to goods or services that were purchased or contracted for prior to the end of the Period of Performance but were not yet expensed as the goods or services were not yet received or the Subrecipient had not yet received an invoice.

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

As the pass-through entity for federal grant funds, DBHDS must comply and provide guidance to the subrecipient in accordance with U.S. C.F.R. 2 § 200.332 and CFR 45 § 75.352 (for SAMHSA awards):

- **A.** Ensure every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward:
 - 1. Subrecipient name (which must match the name associated with its unique entity identifier);
 - 2. Subrecipient's unique entity identifier;
 - 3. Federal Award Identification Number (FAIN);
 - 4. Federal Award Date (see § 200.1 and § 75.2 Federal award date) of award to the recipient by the HHS awarding agency;
 - 5. Subaward Period of Performance Start and End Date;
 - 6. Subaward Budget Period Start and End Date;
 - 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. The Department shall negotiate with the subrecipient an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis indirect cost rate as defined in § 200.414(f) and § 75.414(f).
- **D.** The Department is responsible for monitoring the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include, but 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.
- The Department shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

II. General Federal Grant Requirements for the Department and CSBs

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

A. SAMHSA GRANT

- 1. **Grant Oversight:** The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR § 75.351 75.353, 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 signature of its Exhibit D or Notice of Award. Once the Exhibit D or Notice of Award is signed by the subrecipient, the contents of the Exhibit D or Notice of Award are binding on the subrecipient unless and until modified and signed by DBHDS.

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 (https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf), 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, or the NOA.

3. <u>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards</u>: 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 (https://www.ecfr.gov/cgibin/retrieveECFR?gp=&SID=0ddb69baec587eeea4ab7e6a68c4acb0&mc=tr ue&r=PART&n=pt45.1.75.)

- 4. Award Expectations: The eligibility and program requirements originally outlined in the FOA 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 this SFA as outlined in their Exhibit D or Notice of Award.
- 5. <u>Flow down of requirements to sub-recipients</u>: 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 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, or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS 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 200.33 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. <u>Financial Management</u>: 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, 45 C.F.R. Part 75;
 - 2) the NOA; and
 - 3) FOA.

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. <u>Audit of Financial Records</u>: The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) and 45 CFR 75.500 – 75.521 as applicable. The Subrecipient will, if total Federal funds expended are \$750,000 or more a year, have a single or

program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards (45 CFR 75-501(a)).

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)), 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 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. 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.

- 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 (12).
- 13. Standards for Documentation of Personnel Expenses: The Subrecipient shall comply with 2 CFR 200.430 and 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 and 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 45 CFR 75.430(x)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (45 CFR 75.430), must also be supported by 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. <u>Unallowable Costs</u>: All costs incurred prior to the award issue date and costs not consistent with the FOA, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable.
- 16. Executive Pay: The Consolidated Appropriations Act, 2021 (Public Law 116-260), signed into law on December 27, 2020 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 3, 2021, the salary limitation for Executive Level II is \$199,300.
- 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. <u>Ad Hoc Submissions</u>: 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. <u>Drug-Free Workplace</u>: 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 Suprecipient 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:** 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. <u>SAM and DUNS Requirements</u>: This award is subject to requirements as set forth in 2 CFR 25.310 Appendix A System of Award Management (SAM) and Data Universal Number System (DUNS) numbers. 2 CFR Part 25 Appendix A4 SAM and Universal Identifier Requirements. 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 end of the calendar year in which the grant(s) from which funding is received expire. 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:
 - 1. Must notify potential Subrecipient 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 UEI; and
 - 2. 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 UEI.
- 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 amounts 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 45 CFR 75.438, 75.456, 75.474, and 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 funded by this SFA 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 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 45 CFR 75.371 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 HHS Office of Inspector General within three business days.

- 29. <u>Lobbying Restrictions</u>: Pursuant to 45 CFR 75.215, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 30. <u>Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G))</u>, <u>amended by 2 C.F.R. Part 175</u>: 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.

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. <u>Accessibility Provisions</u>: 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 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 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 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. <u>Travel</u>: 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 vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).
 - 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 a 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 Agreement.

- 36. <u>National Historical Preservation Act and Executive Order 13287, Preserve America</u>: The Subrecipient must comply with this federal legislation and executive order.
- 37. <u>Welfare-to-Work</u>: 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. <u>Immigration Reform and Control Act of 1986</u>: 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. <u>Construction Purchases</u>: 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. <u>Inpatient Services</u>: 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. <u>Direct Payments to Individuals</u>: 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. This amount may be paid for participation in each required follow-up interview.
- 44. <u>Meals</u>: 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. <u>Compliance with Federal Regulations/Statute/Policy</u>: 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.

III. Federal Grant Specific Requirements

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

A. SAMHSA GRANTS

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

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-20-012) associated with the State Opioid Response Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- **a.** Restrictions on Expenditures: State Opioid Response Grant funds may not be used to:
 - 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 data waiver or any type of professional training development.
 - iv. Procure DATA waiver training. This training is offered free of charge by SAMHSA at pcssnow.org.

b. Expenditure Guidelines:

- i. Grant funds:
 - a) Shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus.
 - b) For treatment and recovery support services grant funds shall only be utilized to provide services to individuals with a diagnosis of an opioid use disorder or to individuals with a demonstrated history of opioid overdose problems.
 - c) May only fund FDA approved products.
 - d) May only be used for HIV and viral hepatitis testing that is performed as clinically indicated and referral to appropriate treatment must be provided to those testing positive. Vaccination for hepatitis A and B should be provided or referral made for same as clinically indicated.
- **a.** <u>Limitations on Reimbursements</u>: 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, 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

Closeout: Final payment request(s) under this 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. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

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

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Eric Billings

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

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

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

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

- a. Restrictions on Expenditures: No SAPTBG funds may not be used for any of the following purposes:
 - i. To provide inpatient hospital services unless it has been determined, in accordance with the guidelines issued by the Secretary of Health and Human Services, that such treatment is a medical necessity for the individual involved and that the individual cannot be effectively treated in a community-based, non-hospital, residential program of treatment;
 - ii. To make cash payments to intended recipients of health services;
 - iii. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment as defined in the Defined Terms section of this Exhibit.

- iv. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
- v. To provide financial assistance to any entity other than a public or non-profit entity.
- vi. To carry out any program that provides individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome. (42 US Code § 300x-31(a))

b. Grant Guidelines:

- 1. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).
- 2. No entity receiving SAPTBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
- 3. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
- 4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
- 6. 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. Medicaid and private insurance, if available, must be used first. 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:
 - i. Pregnant injecting drug users;
 - ii. Pregnant substance abusers;
 - iii. Injecting drug users;
 - iv. All others

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, Permanent supported housing, 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; Assertive Community Treatment; Intensive home based services; Multisystemic 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). Treatment and competency restoration services may be provided to individuals with a serious mental illness or serious emotional

c. <u>Limitations on Reimbursements</u>: 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, 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. <u>Closeout</u>: Final payment request(s) under this 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. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until the end of the Period of Performance to pay for remaining allowable costs.

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

DBHDS

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C/O Eric Billings

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

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

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

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

b. **Grant Guidelines:**

- 1. No entity receiving CMHSBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
- 2. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
- 3. The Subrecipient must provide the services through appropriate, qualified community programs, which may include community mental health centers, child mental-health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental-health primary consumer-directed programs. Services may be provided through community mental health centers only if the centers provide: 1) Services principally to individuals residing in a defined geographic area (hereafter referred to as a "service area"); 2) Outpatient services, including specialized outpatient services for children, the elderly, individuals with a Serious Mental Illness (SMI), and residents of the service areas of the center who have been discharged from inpatient treatment at a mental health facility; 3) 24-houra-day emergency care services; 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services; 5) Screening for patients being considered for admission to state

mental health facilities to determine the appropriateness of such admission; 6) Services within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay; and 7) Services that are accessible promptly, as appropriate, and in a manner which preserves human dignity and assures continuity of high quality care (42 US Code § 300x-2(c)).

- 4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
- 6. Treatment and competency restoration services may be provided to individuals with a serious mental illness or serious emotional disturbance who are involved with the criminal justice system or during incarceration.
- 7. Medicaid and private insurance, if available, must be used first.
- c. <u>Limitations on Reimbursements</u>: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to or after 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, 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. <u>Closeout</u>: Final payment request(s) under this 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. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until the end of the Period of Performance to pay for remaining allowable costs.

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

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Eric Billings

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In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever,

which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

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

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

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

b. Grant Guidelines:

- 1. All funds shall be used for the purpose of providing the following:
 - i. Outreach services;
 - ii. Screening and diagnostic treatment services;
 - iii. Habilitation and rehabilitation services;
 - iv. Community mental health services:
 - v. Alcohol or drug treatment services;
 - vi. Staff training including the training of individuals who work in shelters, mental health clinics, substance use disorder programs, and other sites where homeless individuals require services;
 - vii. Case management services including:
 - 1. Preparing a plan for the provision of community mental health services to the eligible homeless individual involved and reviewing such plan not less than once every three months;
 - 2. Providing assistance in obtaining and coordinating social and maintenance services for the eligible homeless individuals, including services relating to daily living activities, personal financial planning, transportation services, and habilitation and rehabilitation services, prevocational and vocational services, and housing services;
 - 3. Providing assistance to the eligible homeless individual in obtaining income support services, including housing assistance, supplemental nutrition assistance program benefits, and supplemental security income benefits;
 - 4. Referring the eligible homeless individual for such other services as may be appropriate; and
 - 5. Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act (42 U.S. Code § 1383(a)(2)) if the eligible homeless individual is receiving aid under Title XVI of such act (42 U.S. Code § 1381 et seq.) and if the applicant is designated by the Secretary to provide such services;
- viii. Supportive and supervisory services in residential settings;
- ix. Referrals for primary health services, job training, educational services, and relevant housing services:
- x. Minor renovation, expansion, and repair of housing (as defined in the Definitions section of this Exhibit):
- xi. Planning of housing;
- xii. Technical assistance in applying for housing assistance;
- xiii. Improving the coordination of housing services;
- xiv. Security deposits;

- xv. The costs associated with matching eligible homeless individuals with appropriate housing situations:
- xvi. One-time rental payments to prevent eviction;
- xvii. Other appropriate services as determined by the Secretary of Health and Human Services (42 U.S. Code § 290cc-22(b)).
- 2. All funds shall only be utilized for providing the services outlined above to individuals who:
 - i. Are suffering from a serious mental illness; or
 - ii. Are suffering from a serious mental illness and from a substance use disorder; and
 - iii. Are homeless or at imminent risk of becoming homeless (42 U.S. Code § 290cc-22(a)).
- 3. Funding may not be allocated to an entity that:
 - i. Has a policy of excluding individuals from mental health services due to the existence or suspicion of a substance use disorder; or
 - ii. Has a policy of excluding individuals from substance use disorder services due to the existence or suspicion of mental illness (42 U.S. Code § 290cc-22(e)).
- 4. Match amounts agreed to with DBHDS may be:
 - i. Cash;
- ii. In-kind contributions, that are fairly evaluated, including plant, equipment, or services. Amounts provided by the federal government or services assisted or subsidized to any significant extent

by the Federal Government, shall not be included in determining the amount of match (42 U.S. Code § 290cc-23(b)).

- 5. 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)).
- c. <u>Limitations on Reimbursements</u>: 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, 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. <u>Closeout</u>: Final payment request(s) under this 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. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 365 days after the end of the Period of Performance to pay for remaining allowable costs.

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

DBHDS

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Richmond, VA 23218-1797

C/O Eric Billings

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SubrecipientSubrecipient5. Young Adult Substance Abuse Treatment Implementation Grant

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

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

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

b. **Grant Guidelines:**

- 1. Funds must be used to improve capacity to increase access to treatment and to improve the quality of treatment for adolescents and transitional youth aged 16-25, and their families/primary caregivers through:
 - i. Expanding and enhancing SUD treatment services for adolescents and transitional youth aged 16-25;
 - ii. Involving families, adolescents, and transitional aged youth at the state/territorial/tribal/local levels to inform policy, program, and effective practice;
 - iii. Expanding the qualified workforce;
 - iv. Disseminating Evidence-Based Practices (EBPs);
 - v. Developing funding and payment strategies that support EBPs in the current funding environment; and
 - vi. Improving interagency collaboration.
- 2. Subrecipient must address each of the following required activities:
 - i. Provide outreach and other engagement strategies to increase participation in, and provide access to, treatment for diverse populations (i.e. ethnic, racial, sexual orientation, gender identity, etc.).
 - ii. Provide direct treatment including screening, assessment, care management, and recovery support for diverse populations at risk. Treatment must be provided in outpatient, intensive outpatient, or day treatment settings. Clients must be screened and assessed for the presence of substance use disorders and/or co-occurring mental and substance use disorders, using an assessment instrument(s) that is evidence-based, and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such disorders.
 - iii. Provide youth recovery support services and supports (e.g. recovery coaching, vocational, educational, and transportation services) designed to support recovery and improve access and retention.
 - iv. Provide the EBPs in assessment(s) and treatment intervention(s), selected in consultation with DBHDS for the population of focus.
 - v. Participate in a provider collaborative, managed by DBHDS, that, at a minimum, provides the following:
 - 1. Direct treatment for SUD and/or co-occurring substance use and mental disorders and recovery support services to the population of focus;
 - 2. Identifies and addresses common provider-level administrative challenges in providing substance abuse treatment and recovery support services to the population of focus;
 - 3. Develops and implements a common continuous quality improvement/quality assurance plan across the providers in the collaborative to improve the services provided;

- 4. Identifies and addresses common barriers faced by the population of focus in accessing services; and
- 5. Promotes coordination and collaboration with family support organizations to assist in the development of peer support services and strengthen services for the population of focus who have, or are at risk of SUD and/or co-occurring substance use and mental disorders.
- Subrecipient must screen and assess clients for the presence of SUD and/or co-occurring mental and substance use disorders and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such co-occurring disorders.
- 4. Subrecipient must utilize third party and other revenue realized from the provision of services to the extent possible and use Youth Treatment Implementation Grant funds only for services to individuals who are not covered by public or commercial eHealth insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Subrecipient are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Subrecipient should also consider other systems from which a potential service recipient may be eligible for services if appropriate for and desired by that individual to meet his/her needs. In addition, Subrecipient are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.
- c. <u>Limitations on Reimbursements</u>: 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, 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. <u>Closeout</u>: Final payment request(s) under this 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. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

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

DBHDS PO Box 1797 Richmond, VA 23218-1797 C/O Eric Billings

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

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and

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

6. Emergency Grants to Address Mental and Substance Use Disorders During COVID-19 (MH & SUD Federal COVID Emergency Grant)

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (FG-20-006) associated with the MH and SUD Emergency COVID-19 Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. <u>Restrictions on Expenditures</u>: MH and SUD Emergency COVID-19 Grant funds may not be used for any of the following purposes:
 - Construction or major alterations and renovations. Subrecipient

b. Grant Guidelines:

- 1. Subrecipient funds are to be used primarily to support direct treatment services for individuals impacted by COVID-19.
- 2. The purchase of PPE is an allowable cost and can only be provided for staff working directly on the grant. The purchase of PPE for clients is not an allowable cost.
- 3. The purchase of equipment or supplies (e.g., pre-paid minutes, cell phones, Hot spots, iPad tablets, etc.) for clients is not an allowable cost.
- c. <u>Limitations on Reimbursements</u>: 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 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, 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. <u>Closeout</u>: Final payment request(s) under this 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. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

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

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

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

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

IV. List of Federal Grants

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

SAMHSA GRANTS
GRANT NAME: State Opioid Response Grant (SUD Federal Opioid Response)
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GRANT NAME: State Opioid Response Grant (SUD Federal Opioid Response)
FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): H79TI081682
FEDERAL AWARD DATE: 2/19/2018
FEDERAL AWARDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health
Services Administration (SAMHSA)
FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental
Services and the services
CFDA NUMBER: 93.788
RESEARCH AND DEVELOPMENT AWARD:YES ORX_NO
FEDERAL GRANT AWARD YEAR: FFY 2020
AWARD PERIOD : 9/30/2019 – 9/29/2021
GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG)
GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG)
FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B08TI083056-01
FEDERAL AWARD DATE: 5/15/2020
FEDERAL AWARDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health
Services Administration (SAMHSA)
FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental
Services
CFDA NUMBER: 93.959
RESEARCH AND DEVELOPMENT AWARD:YES ORX_NO
FEDERAL GRANT AWARD YEAR: FFY 2020
AWARD PERIOD : 10/1/2019 – 9/30/2021
GRANT NAME: Community Mental Health Services Block Grant (MH FBG)

GRANT NAME: Community Mental Health Services Block Grant (MH FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B09SM082636-01 FEDERAL AWARD DATE: 12/31/2019 FEDERAL AWARDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services **CFDA NUMBER**: 93.958 **RESEARCH AND DEVELOPMENT AWARD**: ____YES OR __X_NO FEDERAL GRANT AWARD YEAR: FFY 2020 **AWARD PERIOD**: 10/1/2019 – 9/30/2021 **GRANT NAME: Projects for Assistance in Transition from Homelessness (PATH) GRANT NAME:** Projects for Assistance in Transition **GRANT NAME:** Projects for Assistance in Transition from from Homelessness (PATH) Homelessness (PATH) FEDERAL AWARD IDENTIFICATION NUMBER FEDERAL AWARD IDENTIFICATION NUMBER (**FAIN**): X06SM083701-01 (FAIN): X06SM083701-02 FEDERAL AWARD DATE: 8/24/2020 FEDERAL AWARD DATE: TBD FEDERAL AWARDING AGENCY: Department of FEDERAL AWARDING AGENCY: Department of Health Health and Human Services, Substance Abuse and Mental and Human Services, Substance Abuse and Mental Health Health Services Administration (SAMHSA) Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Department of Behavioral Health and Developmental **Developmental Services** Services CFDA NUMBER: 93.15 CFDA NUMBER: 93.15 RESEARCH AND DEVELOPMENT AWARD: RESEARCH AND DEVELOPMENT AWARD: YES X NO YES OR __X__NO FEDERAL GRANT AWARD YEAR: FFY 2020 FEDERAL GRANT AWARD YEAR: FFY 2021 **AWARD PERIOD**: 9/1/2020 – 8/31/2021 **AWARD PERIOD**: 9/1/2021 - 8/31/2022**GRANT NAME: Young Adult Substance Abuse Treatment Implementation Grant (YSAT) GRANT NAME:** Young Adult Substance Abuse Treatment Implementation Grant (YSAT) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): H79TI080197 FEDERAL AWARD DATE: 5/15/2020 FEDERAL AWARDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental **Services CFDA NUMBER**: 93.243 RESEARCH AND DEVELOPMENT AWARD: ____YES OR __X_NO FEDERAL GRANT AWARD YEAR: FFY 2021 **AWARD PERIOD**: 9/30/2020 – 9/29/2021 **GRANT NAME: State Opioid Response Grant (SUD Federal Opioid Response)**

Exhibit F: FY22-23 Federal Grant Compliance Requirements GRANT NAME: State Opioid Response Grant (SUD **GRANT NAME**: State Opioid Response Grant (SUD Federal Federal Opioid Response) Opioid Response) FEDERAL AWARD IDENTIFICATION NUMBER FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): H79TI081682 (**FAIN**): H79TI083296 FEDERAL AWARD DATE: 2/19/2018 FEDERAL AWARD DATE: 8/27/2020 FEDERAL AWARDING AGENCY: Department of FEDERAL AWARDING AGENCY: Department of Health Health and Human Services, Substance Abuse and Mental and Human Services, Substance Abuse and Mental Health Health Services Administration (SAMHSA) Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Virginia Department of Behavioral Health and Department of Behavioral Health and Developmental Services **Developmental Services** CFDA NUMBER: 93.788 CFDA NUMBER: 93.788 RESEARCH AND DEVELOPMENT AWARD: RESEARCH AND DEVELOPMENT AWARD: YES OR X NO YES OR X NO FEDERAL GRANT AWARD YEAR: FFY 2021 FEDERAL GRANT AWARD YEAR: FFY 2020 **AWARD PERIOD**: 9/30/2020 – 9/29/2021 **AWARD PERIOD**: 9/30/2019 – 9/29/2021 **GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG) GRANT NAME:** Substance Abuse Prevention and **GRANT NAME:** Substance Abuse Prevention and Treatment Treatment Block Grant (SUD FBG) Block Grant (SUD FBG) FEDERAL AWARD IDENTIFICATION NUMBER FEDERAL AWARD IDENTIFICATION NUMBER (**FAIN**): B08TI083481 (**FAIN**): B08TI083547 FEDERAL AWARD DATE: 2/1/2021 FEDERAL AWARD DATE: 3/11/2021 FEDERAL AWARDING AGENCY: Department of FEDERAL AWARDING AGENCY: Department of Health Health and Human Services, Substance Abuse and Mental and Human Services. Substance Abuse and Mental Health Health Services Administration (SAMHSA) Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Virginia Department of Behavioral Health and Department of Behavioral Health and Developmental **Developmental Services** Services CFDA NUMBER: 93.959 CFDA NUMBER: 93.959 RESEARCH AND DEVELOPMENT AWARD: **RESEARCH AND DEVELOPMENT AWARD:** YES __X__NO __X__NO YES OR FEDERAL GRANT AWARD YEAR: FFY 2021 FEDERAL GRANT AWARD YEAR: FFY 2022 **AWARD PERIOD**: 10/1/2020 – 9/30/2022 **AWARD PERIOD**: 3/15/2021 – 3/14/2023 **GRANT NAME: Community Mental Health Services Block Grant (MH FBG) GRANT NAME:** Community Mental Health Services **GRANT NAME:** Community Mental Health Services Block Block Grant (MH FBG) Grant (MH FBG) FEDERAL AWARD IDENTIFICATION NUMBER FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B09SM083794 (**FAIN**): B09SM083950 FEDERAL AWARD DATE: 11/17/2020 FEDERAL AWARD DATE: 3/11/2021 FEDERAL AWARDING AGENCY: Department of FEDERAL AWARDING AGENCY: Department of Health Health and Human Services, Substance Abuse and Mental and Human Services, Substance Abuse and Mental Health Health Services Administration (SAMHSA) Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Virginia Department of Behavioral Health and Department of Behavioral Health and Developmental **Developmental Services Services CFDA NUMBER**: 93.958 **CFDA NUMBER**: 93.958 RESEARCH AND DEVELOPMENT AWARD: RESEARCH AND DEVELOPMENT AWARD: ____YES YES OR X_NO __X__NO

224

FEDERAL GRANT AWARD YEAR: FFY 2022

AWARD PERIOD: 3/15/2021 - 3/14/2023

FEDERAL GRANT AWARD YEAR: FFY 2021

AWARD PERIOD: 10/1/2020 - 9/30/2022

GRANT NAME: Emergency Grants to Address Mental & Substance Use Disorders During COVID-19 (MH & SUD Federal COVID Emergency Grant)

GRANT NAME: Emergency Grants to Address Mental & Substance Use Disorders During COVID-19 (MH & SUD Federal COVID Emergency Grant)

FEDERAL AWARD IDENTIFICATION NUMBER

(FAIN): H79FG000285

FEDERAL AWARD DATE: 4/16/2020

FEDERAL AWARDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental

Health Services Administration (SAMHSA)

FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and

Developmental Services CFDA NUMBER: 93.665

RESEARCH AND DEVELOPMENT AWARD:

_YES OR _X_NO

FEDERAL GRANT AWARD YEAR: FFY 2021 **AWARD PERIOD**: 4/20/2020 – 8/19/2021

GRANT NAME: Emergency Grants to Address Mental & Substance Use Disorders During COVID-19 (MH & SUD Federal COVID Emergency Grant)

FEDERAL AWARD IDENTIFICATION NUMBER

(FAIN): H79FG000712

FEDERAL AWARD DATE: 1/15/2021

FEDERAL AWARDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health

Services Administration (SAMHSA)

FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental

Services

CFDA NUMBER: 93.665

RESEARCH AND DEVELOPMENT AWARD: ____YES

OR _X_NO

FEDERAL GRANT AWARD YEAR: FFY 2021

AWARD PERIOD: 2/1/2021 - 5/31/2022

Exhibit F (B) FY22-23 Single Audit Exemption Form

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	
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<u>Telephone</u>	Fax	 Email	
<u>1etephone</u>	1 ux	<u>Email</u>	
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	audit of federal programs in accordance		
independent Certified Public	ncy, however, agrees to submit an in	idependent imanciai at	duit performed by an
maependent Certinea I ubiic	Accountant.		
Agency Representative's Signature		Date	
Independent Auditor Informa	ation:		
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Firm Name and Address			
GD4 W		T	
<u>CPA Name</u>		Virginia State License Number	
<u>Telephone</u>	<u>Fax</u>	<u>Email</u>	

Fiscal Year End Date

Exhibit F (B) FY22-23 Single Audit Exemption Form

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 <i>Identifying</i> Contract Number	CFDA #	Total Expenditures for Fiscal Year Ending in 2020 *
H	+			-	

* 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.

Total expenditures for all federal awards

Exhibit G: FY22 – Core Mandated Services

Core mandated services a CSB shall be responsible for providing.

Services	Mandated	Description
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.
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.
Discharge Planning	VA Code Mandated	Section 37.2-500 of the Code of Virginia requires that CSBs 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 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.
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.
STEP-VA	VA Code Mandated and Appropriations Act MM.1	Pursuant to 37.2-500 and 37.2-601 of the Code, all CSBs shall provide the following services as described in the Taxonomy and report data through CCS 3 and CARS as required by the Department. a. Same Day Mental Health Assessment Services (SDA or Same Day Access) b. Outpatient Primary Care Screening Services

Exhibit G: FY22 – Core Mandated Services

		 c. Outpatient Behavioral Health and Substance Use Disorder Services d. Peer Support and Family Support Services e. Mental Health Services for Military Service Members, Veterans, and Families (SMVF)
Department of Justice Settlement Agreement (DOJ SA)	Compliance with DOJ SA	See Exhibit M

COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit H FY22-23: Regional Local Inpatient Purchase of Services (LIPOS) Requirements

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, \$8,774,784 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 participates in accordance with Core Services Taxonomy 7.3.
- 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 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 MOU's 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 retain 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

COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit H FY22-23: Regional Local Inpatient Purchase of Services (LIPOS) Requirements

determined by DBHDS in collaboration with the region based on regional spending from previous year.

- a) For initial allocation to be distributed within 15 day of the beginning of the fiscal year DBHDS will 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

- 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. Bed days used should be recorded under Inpatient services (250).

I. Behavioral Health Wellness/Prevention Services

A. Required SABG Prevention Set-Aside Frameworks

1. Strategic Prevention Framework (SPF): The CSB, in partnership with local community coalitions, shall use the data driven Strategic Prevention Framework (SPF) planning model to: complete a needs assessment using community, regional, and state data; build capacity to successfully implement prevention services; develop logic models, inclusive of CSB only programs and coalition partnership efforts, and a strategic plan with measurable goals, objectives, and strategies; implement evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluate program management and decision making for enabling the ability to reach outcomes; plan for the sustainability of prevention outcomes; and utilize culturally appropriate strategies throughout all aspects of the SPF process.

The CSB shall work with OMNI Institute, the Department's evaluation contractor, to develop an evaluation plan for its SABG prevention set aside-funded prevention services, Suicide Prevention and Mental Health First Aid strategies.

- 2. Institute of Medicine (IOM) and Center for Substance Abuse Prevention (CSAP) Six (6) Strategies: The CSB shall use the IOM model to identify target populations based on levels of risk: universal, selective, and indicated. The CSB shall utilize the CSAPs 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.
- **3. Evidence Based Prevention Practice:** The Department prioritizes programs, practices, and strategies that target the prevention of substance use disorders and suicide and promotes mental health wellness across the lifespan using data to identify specific targets. The current prevention model best practice and a Department priority is environmental strategies complemented by programs that target the highest risk populations: selective and indicated (refer to subsection 5.b).

All programs, practices, and strategies must link to a current local needs assessment and align with priorities set forth by the Department. Remaining Departmental resources may be utilized to meet additional locally identified needs in the CSB catchment area. Programs, practices, and strategies can be selected from the following resources: Office of Juvenile Justice and Delinquency Prevention Effective, Blueprints Model Programs, Blueprints Promising Programs, Suicide Prevention Resource Center Section 1, Centers for Disease Control and Prevention Evidence-Based Practices and other sources of evidenced based prevention practice.

The CSB must select them based on evidence and effectiveness for the community and target population. All programs, practices, and strategies must be approved by the Department prior to implementation.

Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use.

B. DBHDS Behavioral Health Wellness Priorities

1. SYNAR Strategies- Merchant Education and Counter Tools: In July 1992, Congress enacted P.L. 102-321 section 1926, the SYNAR Amendment, to decrease youth retail access to tobacco. Beginning in FY 2003, the Department allocated \$10,000 annually to the CSB to complete SYNAR-related tasks. To stay in compliance with the SABG, states must meet and sustain the merchant retail violation rate (RVR) under 20 percent or face penalties to the entire SABG, including funds for treatment. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective in keeping state RVR rates under the required 20 percent. The CSB shall conduct merchant education activities with all merchants deemed by the Alcoholic Beverage Control Board to be in violation of selling tobacco products to youth in the CSB's service area. Other merchants shall be added if deemed to be at higher risk due to factors such as being in proximity to schools.

The CSB, itself or in collaboration with the local coalition, shall continuously update the verified list of tobacco retailers, including all retailers selling vapor products, by conducting store audits and recording the data into the Countertools system.

The CSB shall conduct store audits of and merchant education with 100 percent of tobacco retailers in its service area over a two year period. All store audit and merchant education activities shall be documented in the Counter Tools system and recorded in the prevention data system. Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as SYNAR activities.

2. Adverse Childhood Experiences (ACEs) Self-Healing Communities:

ACEs have been connected to physical, emotional and behavioral health consequences in youth and adults to include substance use disorder, depression, anxiety and suicide. The self-healing communities' model builds the capacity of communities to define and solve problems most relevant to their localities to address ACEs and prevent and reduce the impact.

This model starts with training and then expanding leadership in each community. Research shows there is a significant connection between ACEs and suicides and drug overdoses. Helping communities understand the impact of ACEs will expand the leadership capacity necessary to do just that.

3. Mental Health First Aid (MHFA) and Regional Suicide Prevention Initiatives: In the FY 2014 budget, an ongoing appropriation was made to expand and support Suicide Prevention and Mental Health First Aid initiatives across the Commonwealth of Virginia in an effort to prevent suicide and reduce the stigma of mental illness and encourage seeking help.

The CSB shall work with the regional MH/Suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model.

The plan developed by the team shall identify suicide prevention policies and strategies using the most current data to target populations with the highest rates of suicide. If selected by the region, the CSB shall act as the fiscal agent for the state funds supporting the suicide prevention services. MHFA may be offered by individual CSBs and/or as a part of the regional effort.

C. SABG Prevention Proposed Performance Contract Measures

To reflect the performance in the above-named categories, we will use the following measures as a minimum requirement:

Priority Strategy	Proposed FY21 and FY22 Performance Contract Measures
General Capacity Requirements	 Each CSB must complete an evaluation plan which is revised and approved annually and includes: A logic model which includes all of the required priority strategies all CSBs must implement and any discretionary strategies the CSB has elected to implement. A measurement plan documenting how all required metrics will be tracked and reported. All prevention programs, practices, and strategies must be evidence-based 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. Each CSB must maintain a license for the Performance-Based Prevention System (PBPS) and record all implemented strategies in the PBPS. 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. 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.
Community Coalition Development	 The CSB shall be involved in a minimum of 6-10 coalition meetings a year. The CSB should maintain membership in CADCA and/or CCoVA each year. 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. The CSB should maintain a social media presence to publicize prevention 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. 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.
SYNAR: Merchant Education and Counter Tools	 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. The CSB also must maintain and update a list of tobacco/nicotine retailers in its catchment area over the two-year period. Data must be entered into the Counter Tools and PBPS systems. Tobacco education programs for youth with the goal of reducing prevalence of use are not to be identified as SYNAR activities.
ACEs Self- Healing Communities	 All CSBs should ensure there are at least 2 ACEs master trainers in their catchment area at all times. All CSBs must conduct at least 12 ACEs trainings annually. All ACEs training data (including number of trainings held and number of people trained) must be reported in PBPS. CSBs which are designated as Self-Healing Communities and are receiving additional funding to address ACEs must complete all items noted above <i>and</i> the following: Maintain an ACEs self-healing community advisory committee made up of a cross-section of community partners, meets at least quarterly, reviews the Self-Healing Communities logic model and provides ongoing feedback and recommendations on how to best achieve the logic model goals.

Priority Strategy	Proposed FY21 and FY22 Performance Contract Measures
Survey	 6. Create a logic model specific to the ACEs work that is planned and implemented in the community. 7. Submit a quarterly report on all ACEs strategies and measures. 8. Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition.
MHFA/Suicide Prevention Planning and Trainings	 The CSB shall work with the regional MH/suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model. The plan developed by the team shall identify suicide prevention policies and strategies. Strategies should be determined using the most current data and there should be strategies in the plan that are for the community as a whole as well as strategies that target subpopulations with the highest rates of suicide. The plan should also identify the CSB's marketing plan to ensure community groups (schools, faith groups, businesses, etc.) and community members are aware of the mental health and suicide prevention trainings the CSB is providing. Each MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually. The CSB should ensure a minimum of 45 community participants are trained annually in MHFA (across all MHFA trainers at the CSB; there is no minimum number of trainees for each certified trainer). In addition to the required MHFA trainings, a minimum of 3 suicide prevention trainings per trainer must be provided annually. These 3 trainings may be a combination of any of the approved trainings below: ASIST safeTALK suicideTALK QPR Every year, each CSB will be required to submit a mid-year (April) and end-of-year (September) report which should contain details on trainings implemented, including the number of different groups and community members participating in the trainings. CSBs participating in the Lock and Talk Initiative shall develop an implementation plan that best meets the needs of their respective communities (including strategies to address target populations.) At a minimum CSBs are expected to implement components 1 & 2 below, and strongly encouraged to implement the Gun Shop Project and/or partner with t
	b) Medication Lock Box/Cable Lock/Trigger Lock Distribution at Eventc) Gun Shop Project

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Adult & Geriatric

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 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. 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.

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.

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

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Appendix A: Out of Catchment Notification/Referral Form Appendix B: Memo Regarding Patient Choice at Discharge

Appendix C: DAP Memory Care Justification Form

Collaborative Discharge Requirements for Community Services Boards and State Hospitals Adult & Geriatric

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 Community Integration (or designee) with the names of CSB personnel who are serving as the CSB's state hospital discharge liaisons.	CSBs	At least quarterly, or whenever changes occur
The DBHDS Office of Community Integration will update and distribute listings of all CSB discharge planning and state hospital social work contacts to 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.	DBHDS Office of Community Integration	At least quarterly
Each region shall develop a process for developing, updating, and distributing a list of available CSB and regional housing resources funded by DBHDS for individuals being discharged from state hospitals. The resource listing should include willing private providers. Regions shall review and update the list and ensure that it is available to CSB state hospital liaisons, state hospital social work staff, and Central Office Community Transition Specialists to ensure that all resource options are explored for individuals in state hospitals.	CSB regions	Updated at least quarterly
In order to facilitate communication and timely problem solving, each region shall establish, regularly review, and update a regional bidirectional process, with time frames, and clearly defined steps for notification, discussion, and	CSB regions	Updated as needed

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

resolution of issues surrounding discharge planning for both adult and geriatric	
hospitals, to include CSBs, state hospitals, and Central Office levels. A copy of	
this process shall be submitted to each region's Community Transition	
Specialist.	
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Collaborative Discharge Requirements for Community Services Boards and State Hospitals

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Collaborative Responsibilities Following Admission to State Hospitals

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
The CSB emergency services clinician shall	Within 24 hours of		
notify the CSB discharge planner of every	the issuance of the		
admission to a state hospital	TDO		
CSB staff shall participate in discussions to	Immediately upon	State hospital staff shall assess each individual	Immediately upon
determine whether the state hospital is the most	admission and	to determine whether the state hospital is the	admission and
appropriate treatment site	ongoing	most appropriate treatment site	ongoing
CSB staff shall begin the discharge planning	Upon admission	State hospital staff shall contact the CSB to	Within one
process for both civil and forensic admissions. If		notify them of the new admission	business day
the CSB disputes case management			
CSB/discharge planning responsibility for the		State hospital staff shall also provide a copy of	
individual, the CSB shall notify the state hospital		the admissions information/face sheet to the	Within one
social work director immediately upon		CSB, as well as the name and phone number of	business day
notification of the admission (for reference,		the social worker assigned and the name of the	
please see the definition of "case management		admitting unit	
CSB/CSB responsible for discharge planning"			
contained in the glossary of this document).		For individuals admitted with a primary	
		developmental disability (DD) diagnosis, or a	
1. For every admission to a state hospital		co-occurring mental health and DD diagnosis,	
from the CSB's catchment area that is		the hospital social work director (or designee)	
not currently open to services at that		shall communicate with the CSB discharge liaison to determine who the CSB has identified	
CSB, the CSB shall open the individual to consumer monitoring and assign case		to take the lead in discharge planning (CSB	
management/discharge planning		liaison or DD staff). At a minimum, the CSB	
responsibilities to the appropriate staff.		staff is who assigned lead discharge planning	
2. The individual assigned to take the lead		responsibilities shall participate in all treatment	
in discharge planning will ensure that		team meetings and discharge planning meetings;	
other relevant parties (CSB program		however, it is most advantageous if both staff	
staff, private providers, etc.) are engaged		can participate in treatment teams as much as	
with state hospital social work staff.		possible.	
with state hospital social work stail.		possiole.	

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

3. CSB staff shall establish a personal contact (preferably in person) with the hospitalized individual in order to initiate collaborative discharge planning.			
	Within seven calendar days of admission		
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. For NGRI patients with approval for unescorted community not overnight privileges and higher, the CSB NGRI Coordinator shall also make arrangements to attend any CTP and TPR	Ongoing Ongoing	State hospital staff shall make every effort to inform the CSB by email of the date and time of CTP meetings. For NGRI patients with approval for unescorted community not overnight privileges and higher, state hospital staff will include the CSB NGRI Coordinator in these notifications. If CTP and TPR meetings must be changed from the originally scheduled time, the state hospital shall make every effort to ensure that	At least two business days prior to the scheduled meeting
meetings in person, or, if unable to attend in person, may request alternative accommodations.		the CSB is made aware of this change	
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 CTP meeting shall be held within seven calendar days of admission.	
the state hospital social worker within two business days of the CTP or TPR meeting.		Note: It is expected that the state hospital will make every effort to include CSBs in CTP and TPRs, including providing alternative	Within seven calendar days of admission
Note: While it may not be possible for the CSB to attend every treatment planning meeting,	Within two business days of	accommodations (such as phone or video) and scheduling meetings so that liaisons can	

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Collaborative Discharge Requirements for Community Services Boards and State Hospitals

participation in person or via phone or video	the missed	participate in as many treatment team meetings	
conference is expected. This is the most effective	meeting	as possible	
method of developing comprehensive treatment			
goals and implementing efficient and successful			
discharge plans.			

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Adult & Geriatric

Needs Assessment

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Discharge planning begins on the initial prescreening evaluation and continues throughout hospitalization. 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.	At admission and ongoing thereafter	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 seven calendar days of admission Ongoing
 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 	As soon as possible upon admission		
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 the individual may already have available, and begin the process of obtaining identification if needed	Within one week of admission
If the individual's needs change or as more specific information about the discharge plan	Ongoing	As an individual's needs change, the hospital social worker shall document changes in their	Ongoing

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

becomes available, the CSB staff shall update	progress notes and through			
the discharge plan accordingly	communications/meetings with the CSB.			
THE CORP. Let				
The CSB and the state hospital treatment team shall ascertain, document, and address the preferences of the individual Ongo				
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)				

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Adult & Geriatric

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
CSB responsibilities For the following services, the CSB shall confirm the availability of serves, 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 The CSB shall share the outcome of the assessment and the date when the services will	Timeframe Within 10 business days of receiving the referral	State hospital responsibilities 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	Within two business days of the treatment team identifying the need for the services
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)	Immediately upon completion of the assessment Ongoing. Changes in assigned NGRI Coordinator should be communicated	NGRI acquittees: State hospital staff shall provide notice to the NGRI Coordinator of any meetings scheduled to review an acquittee's appropriateness for a privilege increase or release	At least two business days prior to the scheduled meeting

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

The CSB NGRI Coordinator or designee (with decision-making and signatory authority) shall attend in person or via telephone any meetings scheduled to discuss an acquittee's appropriateness for privilege level increases at the unescorted community not overnight privilege level or higher. The CSB NGRI Coordinator shall review, edit, gign, and return the right management plan.	to DBHDS Central Office Forensics staff Ongoing	The state hospital shall provide notice to CSB staff, including 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 packet must be completed The state hospital shall complete the packet requesting an increase in privilege level or	Within one business day of the treatment team identifying the individual as being eligible for a privilege increase or release
sign, and return the risk management plan (RMP) for individuals adjudicated as NGRI		requesting an increase in privilege level or release	
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 Please note: For some NGRI patients, the RMP or CRP may involve more than one CSB. It is	Within 10 business days of receiving notice from the state hospital		Within 10 business days of the treatment team identifying the individual as being eligible for a
essential that the CSB responsible for the development of these plans communicates efficiently with other involved CSBs, and ensures that these plans are signed as soon as possible according to the time frames above.	Within 10 business day of being notified that the individual has been recommended for release		privilege increase

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

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Guardianship:		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, they shall notify the state hospital to begin the process of referral for a DBHDS guardianship slot.	Within two business days of notification Within 10 business days of notification of need for a guardian	Evaluation for the need for a guardian shall start upon admission. Activities related to securing a guardian (if needed) start and continue regardless of a patient's discharge readiness level. 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	Within two business days of determination
		individual's lack of capacity, and potential for	notification by the
		regaining capacity. This assessment shall be shared with the CSB upon completion by the	CSB of the need for a DBHDS
		evaluating clinician.	guardianship slot

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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 Justification form, submit to the Community Transition Specialist for their hospital, and receive approval prior to referring to secure memory care units.	Prior to referring to private pay Memory Care units		
Nursing home (NH) referrals:		Nursing home 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 follow up with providers regarding potential placements. It is expected that the CSB will continued to communicate with the provider about potential placement until a disposition decision is reached	As soon as an NH is being considered, and prior to the individual being determined to be RFD Within one business day after the individual is rated as RFD	The state hospital shall complete the UAI For individuals who require PASRR screening, the state hospital shall send the referral packet to Ascend The results of the level 2 PASRR screening shall be transmitted to the CSB The state hospital shall assist in the facilitation of interviews/assessments required by potential nursing home providers	Within five business days of the individual being found discharge ready level 2 Within one business day of the individual being found clinically ready for discharge Immediately upon receipt of the screening results

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

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or the patient discharges to a different placement.	Within five business days of sending the referral		As requested
Shelter placements: Both the CSB responsible for discharge planning, and the CSB that serves the catchment area where the shelter is located shall follow the same procedures as outlined in the CSB transfers section for out of catchment placements.		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	

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		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
Individuals with a developmental disability (DD) diagnosis: The CSB shall determine and report to the hospital if the individual is currently receiving DD services, has a waiver, is on the waiver waiting list, or should be screened for waiver	Within two business days of admission	Individuals with a developmental disability (DD) diagnosis: 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	Immediately upon notification of
When indicated based on the information above, the VIDES shall be completed The CSB shall initiate a referral to REACH for any individual who is not already being followed by REACH	Within ten business days of admission	director (or designee). 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.	diagnosis Ongoing
If applicable, the CSB shall ensure that the individual has been added to the DD Waiver waitlist.	Within three calendar days of admission	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	As needed. Required

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

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, and other related meetings.	Immediately upon notification of need	including conducting psychological testing and assessments as needed. The state hospital shall serve as a consultant to the DD case manager as needed.	psychological testing and assessment shall be completed within 21 calendar days of referral
The CSB shall contact and send referrals to potential providers, and assist in coordinating assessments with these providers. The CSB shall assist in scheduling tours/visits with potential providers for the individual	At admission and ongoing	The state hospital shall assist with coordinating assessments with potential providers. The state hospital shall facilitate tours/visits with potential providers for the individual and/or the individual's surrogate decision maker.	
and/or the individual's surrogate decision maker. The CSB shall locate and secure needed specialists who will support the individual in the community at discharge.	At the time that an individual is rated a discharge ready level 2	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 required, the CSB shall facilitate the transfer of case management responsibilities to the receiving CSB according to the <i>Transferring Support Coordination/DD Waiver Slots</i> policy.	Ongoing		Ongoing
The CSB shall request an emergency DD waiver slot if the individual is determined to be eligible for waiver, prior to requesting DAP funding.	Prior to discharge		
If it is anticipated that an individual with a DD diagnosis is going to require transitional	According to timelines set forth		

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

funding, the CSB shall completed an application for DD crisis funds.	in the transfer	
TOI DD CIISIS IUIIUS.	procedure	
	Immediately upon	
	notification of need	
	v	
	Immediately upon	
	notification of need	

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Adult & Geriatric

Readiness for Discharge

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
Once the CSB has received notification of an	Immediately upon	The treatment team shall assess and rate the	A minimum of
individuals' readiness for discharge, they shall	notification	clinical readiness for discharge for all	weekly
take immediate steps to implement the		individuals	
discharge plan		The state hospital social worker shall notify the	
		CSB through the use of email when the	
		treatment team has made a change to an	
		individual's discharge readiness rating. This	Within one
		includes when an individual is determined to be	business day
		ready for discharge and no longer requires	
		inpatient level of care. Or, for voluntary	
		admissions, when consent has been withdrawn.	
In response to the state hospital's weekly email	Within two business	On weeks in which CSB and state hospital	Weekly
including all patients who are RFD, the CSB	days	census/barriers meetings do not occur, the state	
shall "reply all" with discharge planning		hospital shall use encrypted email to provide	
updates.		notification to each CSB's liaison, the liaison's	
Note: These email correspondences are not		supervisor, the CSB behavioral health director or equivalent, the CSB executive director, the	
required to occur on weeks when CSBs and		state hospital social work director, the state	
state hospitals collaboratively review patients		hospital director, the appropriate Regional	
who are ready for discharge.		Manager, and the Central Office Community	
These notifications and responses shall occur		Transition Specialist (and others as appropriate)	
for all individuals, including individuals who		of every individual who is ready for discharge,	
were diverted from other state hospitals.		including the date that the individual was	
		determined to be clinically ready for discharge.	

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Note: These notifications and responses shall	
occur for all individuals, including individuals	
who were diverted from other state hospitals.	

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Adult & Geriatric

Clinical Readiness for Discharge Rating Scale

1. Clinically Ready for Discharge

- 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
- Other forensic legal status (CST, restoration, etc.): clinically stable, evaluations completed and ready to be discharged back to jail*

2. Almost Clinically Ready for Discharge

- 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
- Other forensic legal status: significant clinical improvement, evaluations not yet completed

3. Not Clinically Ready for Discharge

- 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
- Other forensic legal status: may present with symptoms, willing to engage in treatment, evaluations not yet completed

4. Significant Clinical Instability Limiting Privileges and Engagement in Treatment

- 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

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• Other forensic legal status: not psychiatrically stable or nearing psychiatric stability, evaluations not completed *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 notated 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.

Discharge Readiness Dispute Process for State Hospitals, CSBs, and DBHDS Central Office

- 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 Community Integration Team. 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 Community Integration Team will immediately give a recommendation regarding the patient's discharge readiness to the DBHDS Commissioner. The Commissioner 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).

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

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Finalizing Discharge

Joint Responsibility of the State Hospital, CSB, and DBHDS Central Office

At a minimum, twice per month the state hospital and CSB staff shall review individuals rated a 1 on the clinical readiness for discharge scale. 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 Community Integration 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.

CSB responsibilities	Timeframe	State hospital responsibilities	Timeframe
In the event that the CSB experiences	Within seven (7)		
extraordinary barriers to discharge and is unable	calendar days of		
to complete the discharge within seven (7)	determination that		
calendar days of the determination that the	individual is		
individual is clinically ready for discharge, the	clinically ready for		
CSB shall document in the CSB medical record	discharge		
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.			

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

The reduce readmissions to state hospitals,	Prior to discharge	The state hospital shall collaborate and provide	Prior to discharge
CSBs, in conjunction with the treatment team,	Thor to disentinge	assistance in the development of safety and	Thor to discharge
shall develop and complete (when clinically		support plans	
indicated) a safety and support plan as part of		support prans	
the individual's discharge plan		Note: Safety and support plans are generally not	
the marvidual's discharge plan		required for court-ordered evaluations,	
Note: Sefety and support plans are concrelly not		restoration to competency cases, and jail	
Note: Safety and support plans are generally not			
required for court-ordered evaluations,		transfers; however, at the clinical discretion of	
restoration to competency cases, and jail		the CSB and/or treatment team, the	
transfers; however, at the clinical discretion of		development of a safety and support plan may	
the CSB and/or treatment team, the		be advantageous when the individuals presents	
development of a safety and support plan may		significant risk factors, and for those individuals	
be advantageous when the individuals presents		who will be returning to the community	
significant risk factors, and for those individuals		following a brief incarceration period.	
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,	
Exception: Due to having a risk management		NGRI acquittees do not require a safety and	
plan as part of the conditional release plan,		support plan	
NGRI acquittees do not require a safety and			
support plan			
support plan			

${\bf Collaborative\ Discharge\ Requirements\ for\ Community\ Services\ Boards\ and\ State\ Hospitals}$

CSB staff shall ensure that all arrangements for psychiatric services and medical follow up appointments are in place.	Prior to discharge	
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 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	
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	calendar days, or sooner if the individual's condition warrants	
	Within seven days of discharge	

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Benefit applications:		Benefit applications:	
For any patient who is committed to a state	As soon as a	State hospital staff shall initiate applications for	
facility (or CMA), and whose hospital stay is	discharge date is	Medicare, Medicaid, Social Security benefits,	Prior to discharge
less than 30 days, the CSB shall initiate	finalized	Auxiliary Grant, and other financial	and per federal and
applications for Social Security benefits.	v	entitlements as necessary. Applications shall be	state regulations
		initiated in a timely manner per federal and state	C
The CSB shall contact the entity responsible for		regulations	
processing entitlement applications (SSA, DSS,		*Note: For patients whose hospital stay is less	
etc.) to ensure that the benefits application has	30 days post-	than 30 days, the CSB will be responsible for	
been received and that these entities have all	discharge, and	Social Security applications	
required documentation.	every 15 days		
	thereafter until	To facilitate follow-up, if benefits are not active	
If benefits are not active with 30 days of the	benefits are active	at the time of discharge, the state hospital shall	
patient's discharge, the CSB shall again contact		notify the CSB of the type of entitlement	
the entity responsible for processing the		application, as well as the date it was submitted,	
entitlement application in order to expedite		and include a copy of entitlement applications	
benefit approval.		with the discharge documentation that is	
		provided to the CSB	
Discharge Transportation:			
The CSB shall ensure that discharge			
transportation is arranged for individuals	Prior to scheduled		
discharging from state hospitals.	discharge date		
discining from state hospitals.	ansentar ge dane	Note: When transportation is the only remaining	
Note: When transportation is the only remaining		barrier to discharge, the state hospital and CSB	
barrier to discharge, the state hospital and CSB		will implement a resolution process for	
will implement a resolution process for		resolving transportation issues when these are	
resolving transportation issues when these are		anticipated to result in discharges being delayed	
anticipated to result in discharges being delayed		by 24 hours or more.	
by 24 hours or more.			

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

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.	Prior to discharge
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)	No later than one calendar day post- discharge
	As soon as possible post-discharge

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Adult & Geriatric

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	The state hospital social worker shall indicate in the medical record any possibility of a transfer out of the original CSB catchment area.	Ongoing
The CSB shall complete and forward a copy of the Out of Catchment Notification/Referral form to the receiving CSB.	Prior to discharge		
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 NGRI patients, CSB NGRI coordinators will consult regarding any possible transfers between CSBs. Transfers of NGRI patients shall be accepted by the receiving CSB unless the necessary services in the release plan are			

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

permanently unavailable, resulting in increased risk to the community or to the NGRI acquittee. For individuals who are enrolled in CSB DD services, please follow the <i>Transferring Support Coordination/DD Waiver Slots</i> policy.		
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	Prior to discharge	

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

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	
If the two CSBs cannot agree on the transfer, they shall seek resolution from the Director of Community Integration (or designee). The CSB responsible for discharge planning shall initiate this contact	Within three calendar days of notification of intent to transfer	

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Adult & Geriatric

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 an 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 or surrogate decision maker 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 effect 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.

Comprehensive treatment planning meeting: The meeting, which follows the initial treatment meeting and occurs within seven days 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, the CSB and, with the individual's consent, family members and private providers. The purpose of the meeting is to guide, direct, and support all treatment aspects for the individual.

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Adult & Geriatric

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, 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.

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 intellectual disability. This evaluation and determination is 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.

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

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- 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 reports

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.

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 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 <u>Treatment, Payment, & Health Care Operations</u>. Lastly this provision is covered in the Human Right Regulations 12VAC35-115-80- B.8.g.

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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, psychiatrist, a psychologist, 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," 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.

Collaborative Discharge Requirements for Community Services Boards and State Hospitals

Adult & Geriatric

CSB State Hospital Discharge Planning Performance Measures

- 1. Eligible patients will be seen by CSB staff (outpatient therapist, 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.
- 2. CSBs will have a state hospital 30 day readmission rate of 7% or below
- 3. Patients followed by CSBs will have an average length of stay on the extraordinary barriers list (EBL) of 60 days or less. *Please note this measure will exclude NGRI patients.
- 4. 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.



COMMONWEALTH of VIRGINIA

ALISON G. LAND, FACHE 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:

- o 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;
- o 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.
- <u>Patient Care and Safety</u>: Given the state hospital census crisis, the impact of over-crowding and high case-loads 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. 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 clinically 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.

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Department of Justice Settlement Agreement Requirements

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

Sections identified in text or brackets refer to sections in the agreement requirements 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).

- 1.) Case Managers or Support Coordinators shall provide anyone interested in accessing DD Waiver Services with a DBHDS provided resource guide that contains information including but not limited 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 with Department policies and regulations, convene the individual's service planning team to address it, and document its resolution.
- 4.) DBHDS shall develop and make available training for CSB case managers and leadership staff on how to assess change in status and that ISPs are implemented appropriately. DBHDS shall provide a tool with elements for the case managers to utilize during face-to-face visits to assure that changes in status as well as ISP are implemented appropriately and documented.

- a. CSB shall ensure that all case managers and case management leadership complete the training that helps to explain how to identify change in status and that elements of the ISP are implemented appropriately. The CSB shall deliver the contents of the DBHDS training through support coordinator supervisors or designated trainers to ensure case managers understand the definitions of a change in status or needs and the elements of appropriately implemented services, as well as how to apply and document observations and needed actions.
- b. CSB shall ensure that all case managers use the DBHDS On-Site Visit Tool during one face-to-face visit each quarter to assess at whether or not each person receiving targeted case management under the waiver experienced a change in status and to assess whether or not the ISP was implemented appropriately.
- 5.) Using the process developed jointly by the Department and Virginia Association of Community Services Boards (VACSB) Data Management Committee (DMC), the CSB shall report the number, type, and frequency of case manager or support coordinator contacts with individuals receiving case management services [section V.F.4, p. 27].
- 6.) The CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's or support coordinator's face-to-face visits and observations and assessments [section V.F.5, p 27]. Reporting in WaMS shall include the provision of data and actions related to DBHDS defined elements regarding a change in status or needs and the elements of appropriately implemented services in a format, frequency, and method determined by DBHDS [section III.C.5.b.i.].
- 7.) The individual's case manager or support coordinator shall meet with the individual face-to-face at least every 30 days (including a 10 day grace period but no more than 40 days between visits), and at least one such visit every two month must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
 - a. Receive services from providers having conditional or provisional licenses;
 - b. Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals
 - c. Have an interruption of service greater than 30 days;
 - d. Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
 - e. Have transitioned from a training center within the previous 12 months; or
 - f. Reside in congregate settings of five or more individuals. Refer to Enhanced Case Management Criteria Instructions and Guidance issued by the Department.
- 8.) Case managers or support coordinators shall give individuals a choice of service providers from which they may receive approved DD Waiver services, present all options of service providers based on the preferences of the individuals, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form in the waiver management system (WaMS) application. [section III.C.5.c, p. 8]. 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.
- 9.) The CSB shall complete the Support Coordinator Quality Review process for a statistically significant sample size as outlined in the Support Coordinator Quality Review Process.
 - a. DBHDS shall annually pull a statistically significant stratified sample of individuals receiving HCBS waiver and send this to the CSB to be utilized to complete the review.

- b. Each quarter, the CSB shall complete the number of Support Coordinator Quality Reviews and provide data to DBHDS as outlined by the process.
- c. DBHDS shall analyze the data submitted to determine the following elements are met:
 - i. The CSB offered each person the choice of case manager/provider
 - ii. The case manager assesses risk, and risk mitigation plans are in place
 - iii. The case manager assesses whether the person's status or needs for services and supports have changed and the plan has been modified as needed.
 - iv. The case manager assists in developing the person's ISP that addresses all of the individual's risks, identified needs and preferences.
 - v. The ISP includes specific and measurable outcomes, including evidence that employment goals have been discussed and developed, when applicable.
 - vi. The ISP was developed with professionals and nonprofessionals who provide individualized supports, as well as the individual being served and other persons important to the individual being served.
 - vii. The ISP includes the necessary services and supports to achieve the outcomes such as medical, social, education, transportation, housing, nutritional, therapeutic, behavioral, psychiatric, nursing, personal care, respite, and other services necessary.
 - viii. Individuals have been offered choice of providers for each service.
 - ix. The case manager completes face-to-face assessments that the individual's ISP is being implemented appropriately and remains appropriate to the individual by meeting their health and safety needs and integration preferences.
 - x. The CSB has in place and the case manager has utilized where necessary, established strategies for solving conflict or disagreement within the process of developing or revising ISPs, and addressing changes in the individual's needs, including, but not limited to, reconvening the planning team as necessary to meet the individuals' needs.
- d. DBHDS shall review the data submitted and complete a semi-annual report that includes a review of data from the Support Coordinator Quality Reviews and provide this information to the CSB. To assure consistency between reviewers, DBHDS shall complete an inter-rater reliability process.
- e. If 2 or more records do not meet 86% compliance for two consecutive quarters, the CSB shall receive technical assistance provided by DBHDS.
- f. The CSB shall cooperate with DBHDS and facilitate its completion of on-site annual retrospective reviews at the CSB to validate findings of the CSB Support Coordinator Quality Review to provide technical assistance for any areas needing improvement.
- 10.) Case managers or support coordinators shall offer education about integrated community options to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [section III.D.7, p. 14]. Case managers shall offer this education at least annually and at the following times:
 - a. At enrollment in a DD Waiver
 - b. When there is a request for a change in Waiver service provider(s)
 - c. When an individual is dissatisfied with a current Waiver service provider,
 - d. When a new service is requested
 - e. When an individual wants to move to a new location, or
 - f. When a regional support team referral is made as required by the Virginia Informed Choice Form
- 11.) For individuals receiving case management services identified to have co-occurring mental health conditions or 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 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.) For individuals that receive enhanced case management, the case manager or support coordinator shall utilize the standardized crisis screening tool during monthly visits; for individuals that receive targeted case management, the case manager or support coordinator shall use the standardized crisis screening tool during quarterly visits. Any individual that is identified as at risk for crisis shall be referred to REACH. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.3]
- 14.) The CSB shall ensure that CSB Executive Directors, Developmental Disability Directors, case management or support coordination supervisors, case managers or support coordinators, and intake workers participate in training on how to identify children and adults who are at risk for going into crisis.
 - a. CSBs shall ensure that training on identifying risk of crisis for intake workers and case managers (or support coordinators) shall occur within 6 months of hire. [S.A. Provision: III.C.6.a.i-iii Filing reference: 7.5]
- 15.) The CSB shall provide data on implementation of the crisis screening tool as requested by DBHDS when it is determined that an individual with a developmental disability has been hospitalized and has not been referred to the REACH program.
 - a. The CSB shall provide to DBHDS 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,

Department of Justice Settlement Agreement Requirements

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]

e.

- 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.
 - a. a. 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.

- f. 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.
- g. 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.

- 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 with its staff and document its completion.
- 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,
- 24.) 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].
- 25.) In coordination with the Department's Post Move Monitor, the CSB shall conduct post-move monitoring visits within 30, 60, and 90 days following an individual's movement from a training center to a community setting [section IV.C.3, p.19]. The CSB shall provide information obtained in these post move monitoring visits to the Department within seven business days after the visit.
- 26.) If a CSB provides day support or residential services to individuals in the target population, the CSB shall implement risk management and quality improvement processes, including establishment of uniform risk triggers and thresholds that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidental causes [section V.C.1, p. 22].

Department of Justice Settlement Agreement Requirements

- 27.) Using the protocol and the real-time, web-based incident reporting system implemented by the Department, the CSB shall report any suspected or alleged incidents of abuse or neglect as defined in § 37.2-100 of the Code, serious injuries as defined in 12 VAC 35-115-30 of the *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services* or deaths to the Department within 24 hours of becoming aware of them [section V.C.2, p. 22].
- 28.) 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]
- 29.) 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].
- 30.) 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]
- 31.) 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].
 - a. 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.
- 32.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances to enable the RST to monitor, track, and trend community integration and challenges that require further system development:
 - a. within five calendar days of an individual being presented with any of the following residential options: an ICF, a nursing facility, a training center, or a group home/congregate setting with a licensed capacity of five beds or more;
 - b. if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
 - c. immediately when an individual is displaced from his or her residential placement for a second time [sections III.D.6 and III.E, p. 14].
- 33.) DBHDS shall provide data to CSBs on their compliance with the RST referral and implementation process.

Department of Justice Settlement Agreement Requirements

- 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 semiannually
- b. DBHDS shall notify CSBs of new providers of more integrated services so that individuals who had to choose less integrated options can be made aware of these new services and supports.
- c. CSBs shall offer more integrated options when identified by the CSB or provided by DBHDS.
- d. CSBs shall accept technical assistance from DBHDS if the CSB is not meeting expectations.
- 34.) Case managers or support coordinators shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual's needs and consistent with his or her informed choice occur [section III.E.1-3, p. 14].
 - a. CSBs shall collaborate with DBHDS CRCs to explore community integrated options including working with providers to create innovative solutions for people.

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

35.) Developmental Case Management Services

- a. Case managers or support coordinators employed or contracted by the CSB shall meet the knowledge, skills, and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department's Licensing Office may verify compliance as it reviews personnel records.
- b. Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual's status or needs and desires change.
- c. During its inspections, the Department's Licensing Office may verify this as it reviews the ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.
- d. The CSB shall ensure that all information about each individual, including the ISP and VIDES, is imported from the CSB's electronic health record (EHR) to the Department within five (5) business days through an electronic exchange mechanism mutually agreed upon by the CSB and the Department into the electronic waiver management system (WaMS).
- e. If the CSB is unable to submit via the data exchange process, it shall enter this data directly through WaMS, when the individual is entered the first time for services, or when his or her living situation changes, her or his ISP is reviewed annually, or whenever changes occur, including 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	х.	terminations
iv.	CSB unique identifier	xi.	transfers
v.	current physical residence	xii.	waiting list information
	address		
vi.	living situation (e.g., group	xiii.	bed capacity of the group home if that
	home		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.

Department of Justice Settlement Agreement Requirements

- h. Case managers or support coordinators shall assist with initiating services within 30 calendar days of waiver enrollment and shall submit Request to Retain Slot forms as required by the Department. All written denial notifications to the individual, and family/caregiver, as appropriate, shall be accompanied by the standard appeal rights (12VAC30-110).
- i. Case managers or support coordinators shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.
- j. Case managers or support coordinators shall comply with the DD waitlist process and slot assignment process and implement any changes in the processes within 30 calendar days of written notice from the Department.

36.) 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.

37.) 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.

PLAN TO	MEET COMPLIANCE BY JUNE 30, 202	1			PERIOD	:													
		PLAN START	PLAN DURATION	COMPLETE DATE	Apr-20	May	/-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21
	Vendor Contract Tools/Definitions/ Methodology	4/1/2020	1 Month	4/27/2020															
	Refined and Delivered to	5/1/2020	1 Month	5/22/2020															
	IR/Consultant Review and Approval	5/22/2020	2 Weeks	6/5/2020															
	Finalize Tools and Train Reviewers	6/5/2020	4 Weeks	6/30/2020															
	Group 1 Reviews Begin (290)	7/1/2020	45 Days	8/15/2020															
	Group 2 Reviews (290)	8/15/2020	45 Days	9/30/2020															
	Group 1 Data Analysis and Reports																		
	Developed and Delivered	8/16/2020		9/15/2020			20000												
Phase 2	Group 1 Technical Assistance Developed		1 Month/																
	and Delivered	7/1/2020	Ongoing	9/15/2020															
	Group 2 Data Analysis and Reports	40/4/2020		40/24/2020															
	Developed and Delivered Group 2 Technical Assistance Developed	10/1/2020	45 Days/	10/31/2020															
	and Delivered	9/16/2020		10/31/2020															
Phase 3	Group 1 Improvements Implemented	9/16/2020	2 Months	11/15/2020															
i ilase s	Group 2 Improvements Implemented	11/1/2020	2 Months	12/31/2020															
	Group 1 Re-Review	11/15/2020	45 Days	12/31/2020															
	Goup 2 Re-Review	1/1/2021	45 Days	2/15/2021															
	Group 1 Data Analysis and Report																		
Phase 4	Generation to Evaluate Impact	1/1/2021	1 Month	1/31/2021															
	Group 2 Data Analysis and Report Generation to Evaluate Impact	2/16/2021	1 Month	3/15/2021															
	Group 1 Report Delivered to IR	2/1/2021		2/1/2021															
	Group 2 Report Delivered to IR	3/16/2021		3/16/2021															
	Group 2 Report Denvered to IN	3/10/2021	N/A	5/16/2021															
	Specific Activity																		
	Ongoing Activity																		

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Miscellaneous

		ent Agenda as presente	ed as that it be made a				
Motion: "Mr.	part of the record.						
Chairman, I move (not required for Conse							
Agenda items)	I move to approve	I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:					
Subject	Approval of Proclar Christopher Martel	mation for Eagle Scout I	Recognition -				
Issue							
Recommendation	Approval						
Fiscal Implications	5						
Policy Implications	S						
Legislative History	/						
Discussion	This proclamation	is sponsored by C. Thor	mas Tiller, Jr.				
Time Needed:		Person Appearing:					
	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687				
Copy provided to:							
ATTACHMENTS:							
Description		Type					

rype

Eagle Scout Proclamation - Christopher Martell Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	8/2/2021 - 12:11 PM
Administration	Hathaway, Rodney	Approved	8/2/2021 - 12:49 PM
Attorney	Hefty, Brendan	Approved	8/2/2021 - 2:26 PM



PROCLAMATION

EAGLE SCOUT CHRISTOPHER MARTELL

WHEREAS, Christopher Martell, a member of Boy Scout Troop #562 of the Heart of Virginia Council, a 2021 graduate of New Kent High School and the son of Wayne and Karen Martell of New Kent County, is to be recognized by the Boy Scouts of America for successfully completing all requirements for Scouting's highest rank; and

WHEREAS, his friends, family and community have supported him on his attainment of the rank of Eagle Scout and recognize the faithful and steady path he has taken within the Scouting organization; and

WHEREAS, Scouting has been an integral part of the New Kent County community for many years and a positive influence on our youth; and

WHEREAS, we commend Christopher who, for his Eagle Scout project, performed a variety of improvements at the County's Quinton Park including installing two concrete cornhole courts; and

WHEREAS, Christopher is committed to the ideals and creed of the Boy Scouts of America, and has shown dedication in his pursuits in achieving the rank of Eagle Scout;

NOW THEREFORE BE IT PROCLAIMED TH	IAT the New Kent County Board of								
Supervisors, on this 9th day of August, 2021, does hereby recognize and congratulate CHRISTOPHER MARTELL, EAGLE SCOUT, for this outstanding accomplishment, extends to him our deepest appreciation for all of his hard work, and wishes him the best in all of									
								his future endeavors.	
								Attest:	
Rodney A. Hathaway, County Administrator	Thomas W. Evelyn, Chairman								

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Supplemental Appropriations

	approve the Conser a part of the record		d and that it be made			
Motion: "Mr. Chairman, I move	to or					
(not required for Conse Agenda items)	I move to approve the Consent Agenda as presented and it be made a part of the record, with the following change					
Subject	FY21 Supplemental	Appropriations				
Issue	2. Interest Earned 3. Central Virginia 4. Received from V 37636-1-AP DO 5. Received for Cl \$1,732.40. \$392,858.03 - To (\$15,983.02) - To (\$384,839.15) - To	RES Projects, \$7,964.14 on Pine Fork Park, \$376 Transportation Authority RSA Insurance - Fire/Re L 5/23/2021, \$14,250.0 harles City County Rac otal otal otal In/Out - General Fi tal In/Out - Capital (1 rom Fund Balance - Ge	.69. Funds, \$384,462.46. scue - Claim # 02-20- 62. dio Project Billing, und (1101) 302)			
Recommendation						
Fiscal Implication	S					
Policy Implication	S					
Legislative History	У					
Discussion						
Time Needed:		Person Appearing:				
Request	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687			
Copy provided to:						

ATTACHMENTS:

Description Type

FY21 Supplemental Appropriations 080920 (PDF) Cover Memo

REVIEWERS:

Reviewer	Action	Date
Watkins, Wanda	Approved	7/30/2021 - 9:43 AM
Hathaway, Rodney	Approved	7/30/2021 - 4:03 PM
Hefty, Brendan	Approved	8/2/2021 - 10:28 AM
	Watkins, Wanda Hathaway, Rodney	Watkins, Wanda Approved Hathaway, Rodney Approved

Interoffice MEMORANDUM

To: Rodney A. Hathaway, County Administrator

From: Rebecca F. Guthrie, Director of Financial Services

Subject: FY21 Supplemental Appropriations For Munis (August 9, 2021 BOS Meeting)

Date: July 30, 2021

FY2020-2021 This memo is to request the following supplemental appropriations:		Revenue	Expenditure
<u>To Close out CARES Projects</u>			
REVENUE:			
110948-348102	\$	7,964.14	
Estimated Fund Balance Used	٧	7,50 1121	
EXPENDITURE:			
Project completed slightly under budget			
11918000-401180-51004		Ç	(2,222.65)
Public Safety Hazard Duty Pay (March - December)			
Project completed slightly under budget			_
11918000-401180-51003		Ç	(2,792.37)
P&R Additional Staffing			
Project completed slightly under budget		,	
11918000-401180-51025		,	(2,949.12)
Anticipated Overtime May 17 - Dec 30, 2020			
To Appropriate Interest Earned on Pine Fork Park			
REVENUE:			
310501-315107	\$	(376.69)	
Interest on Bond Proceeds			
EXPENDITURE:			
31780000-478100		\$	\$ 376.69
Pine Fork Park Construction - Debt			
To Appropriate Central Virginia Transportation Authority Funds			
REVENUE:			
310924-324200-20301	\$	(384,462.46)	
Central Virginia Transportation Authority			
EXPENDITURE:			
31490000-498001		,	\$ 384,462.46
CVTA Future Years Appropriation			
To Appropriate Funds Received from VRSA Insurance			
Fire/Rescue- Claim # 02-20-37636-1-AP DOL 5/23/2021 (\$14,250.62)			
REVENUE:			
110918-318203	\$	(14,250.62)	
Insurance Recoveries			
EXPENDITURE:		,	44050.60
11321000-405840 Insurance Damanges/Recoveries		Ş	\$ 14,250.62
insurance parnanges/ Recoveries			
To Appropriate funds received for Charles City County Radio Project Billing			
May 2021 (\$1,126.06), June 2021 (\$606.34)			
REVENUE:			
110919-319204			
Recovered Costs	\$	(1,732.40)	
EXPENDITURE:			
11321000-401100			À 4 MAR 42
Salaries and Wages Regular		Š	\$ 1,732.40

Interoffice MEMORANDUM

To:

Rodney A. Hathaway, County Administrator

From:

Rebecca F. Guthrie, Director of Financial Services

Subject:

FY21 Supplemental Appropriations For Munis (August 9, 2021 BOS Meeting)

Date:

July 30, 2021

FY2020-2021

This memo is to request the following supplemental appropriations:

iations:			Kevenue	expenditure		
		\$	(392,858.03) \$	392,858.03		
	392,858.03	Tota	al			
	(15,983.02)	Tota	al In/Out - General F	und (1101)		
	(384,839.15)	Tota	al In/Out - Capital(1	302)		
	7,964.14	Fron	n Fund Balance - Ge	eneral Fund (1101)		
	(0.00)	Che	ck			

Dougnus

Evnanditura

cc:

Richard Opett, Fire Chief
Lisa Baber, Deputy Fire Chief
Katherine L. Cranston, Administrative Assistant to Fire & Emergency Management
Justin Stauder, Assistant County Administrator
Wanda Watkins, Deputy Clerk of the Board
Krista Eutsey, Public Information Officer
Karen Wiscott, Human Resources Director
Kim Turner - Director of Parks and Recreation
Jason Baldwin - Recreational Program Manager
Holly Naggy - Parks and Recreation Administrative Assistant

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Supplemental Appropriations

•	Clerk of the Board	Telephone:	804-966-9687
Time Needed:	W. Watkins, Deputy	Person Appearing:	
Discussion			
Legislative History	У		
Policy Implication	S		
Fiscal Implications	s		
Recommendation			
Issue	 Funds Received ff 38422-1-AP DOI Veterinarian Expression States Farmers Market Four for Life Gra \$28,661.36 - Tot 	s to Fire/EMS - \$370. from VRSA Insurance, SIL 7/8/2021, \$1,708.44. ense Restitution Receive Registration Fees, \$45. nt Funds, \$25,867.92.	d, \$50.
Subject	FY22 Supplemental	Appropriations	
Motion: "Mr. Chairman, I move (not required for Conse Agenda items)	e to or ent I move to approve t	the Consent Agenda a f the record, with the	
	approve the Consen a part of the record.		d and that it be made

ATTACHMENTS:

Description Type

FY22 Supplemental Appropriations - 080921 (PDF) Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/30/2021 - 9:49 AM
Administration	Hathaway, Rodney	Approved	7/30/2021 - 4:04 PM
Attorney	Hefty, Brendan	Approved	8/2/2021 - 10:14 AM

Interoffice MEMORANDUM

To: Rodney A. Hathaway, County Administrator

From: Rebecca F. Guthrie, Director of Financial Services

Subject: FY22 Supplemental Appropriations For Munis (August 9, 2021 BOS Meeting)

Date: July 30, 2021

FY2021-2022 This memo is to request the following supplemental appropriations:	<u> </u>	Revenue	Expenditure
To Appropriate Animal Shelter Donations \$620 received by Sheriff Department REVENUE: 110918-318402 Animal Shelter Donations EXPENDITURE: 11351000-403190 Veterinarian Services	\$	(620.00)	\$ 620.00
To Appropriate Gifts & Donations Fire/EMS: \$370 REVENUE: 110918-318401 Gifts & Donations EXPENDITURE: 11321000-405894 Public Education Donations - Fire	\$	(370.00)	\$ 370.00
To Appropriate Funds Received from VRSA Insurance Sheriff - Claim # 02-20-38422-1-AP DOL 7/8/2021 (\$1,708.44) REVENUE: 110918-318203 Insurance Recoveries EXPENDITURE: 11312000-405840 Insurance Damanges/Recoveries	\$	(1,708.44)	\$ 1,708.44
To Appropriate Veterinarian Expense Restitution Received REVENUE: 110918-318501 Restitution - Sheriff EXPENDITURE: 11351000-403190 Veterinarian Services	\$	(50.00)	\$ 50.00
To Approriate Farmers Market Registration Fees REVENUE: 110918-318305 Farmers Market Reg Fee EXPENDITURE: 11110200-405843 Special Events	\$	(45.00)	\$ 45.00

Interoffice MEMORANDUM

To:

Rodney A. Hathaway, County Administrator

From:

Rebecca F. Guthrie, Director of Financial Services

Subject:

FY22 Supplemental Appropriations For Munis (August 9, 2021 BOS Meeting)

Date:

July 30, 2021

FY2021-2022 This memo is to request the following supplemental appropriations:		 Revenue		Expenditure
To Appropriate Four for Life Grant Funds REVENUE: 110924-324200-20203 Four for Life EXPENDITURE: 11323000-405892		\$ (25,867.92)		
Four for Life Grant Funds			\$	25,867.92
		\$ (28,661.36)	\$	28,661.36
\$ \$	28,661.36 (28,661.36)	l In/Out - Gener	ʻal Fı	ınd (1101)

cc:

The Honorable J. Joseph McLaughlin, Jr., Sheriff

Lee Bailey, Chief Deputy - New Kent County Sheriff's Office

Nancy Lindsey, Finance Manager

Maria Davenport, Secretary to the Sheriff

Richard Opett, Fire Chief Lisa Baber, Deputy Fire Chief

Katherine L. Cranston, Administrative Assistant to Fire & Emergency Management

Justin Stauder, Assistant County Administrator Wanda Watkins, Deputy Clerk of the Board

Krista Eutsey, Executive Assistant to the County Administrator

Check

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Interdepartmental Budget Transfers

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	FY21 Interdepartmental Budget Transfers
Issue	
Recommendation	
Fiscal Implications	 Financial Services - From Wages-Part Time Regular (\$10,114.93) and Auditing Services (\$2,744.16) to Salaries & Wages-St Disability (\$9,638.95), Professional Services (\$1,729.16), Maintenance Service Contracts (\$990), ST/LT Disability Premium (\$475.20), Miscellaneous (\$25) and Group Life Insurance (\$0.78), \$12,859.09. Sheriff's Office - From HAS Contribution-Employer to Hospital/Medical Plans (\$354) and From Vehicle & Pwerd Equipment Fuel (\$4,241) to Contract Services (\$2,713), Insurance Damage/Recoveries (\$1,291) and Bike Patrol Program (\$237), \$4,595. Sheriff's Office - From Wages-Part Time Regular (\$4,880) to Salaries & Wages-ST Disability (\$765) and Hospital/Medical Plans (\$4,115), \$4,880. Sheriff's Office - From Vehicle & Power Equip. Supplies to Vehicle Acquisition-Sheriff, \$3,444. Sheriff's Office - From Maintenance Service Contract to Purchase of Jail Space, \$30,947. Social Services - From Salaries to PT Salaries (\$16,552), From Contract Services (\$12,015) to Tech Support (\$1,867), Telecommunication - Cellular (\$4,738), Telecommunication - Equipment (\$334), Vehicle Insurance (\$281), Office Supplies (\$422), Other Operating Supplies (\$67) and Furniture (\$4,306) and From Child Welfare Subst & Sup (\$1,703) to Auxiliary Grants (\$390) and Adult Services (\$1,313), \$30,270.
Policy Implications	
Legislative History	

Discussion			
Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description Type

FY21 Budget Transfers for 080921 (PDF) Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/30/2021 - 12:59 PM
Administration	Hathaway, Rodney	Approved	7/30/2021 - 4:03 PM
Attorney	Hefty, Brendan	Approved	8/2/2021 - 10:30 AM

294

ACCOUNTING PERIOD:

Jun-21 2

FUNDS COMING FROM Account Number	(CREDIT) Account Description	Amo	<u>unt</u>		FUNDS GOING TO Account Number		Γ) <u>Account Description</u>		Amount	
11124200-401300	WAGES-PART TIME REGULAR	\$	10,114.93		11124200-401105	5 5	SALARIES & WAGES-ST DISA	ABILITY	\$	9,638.95
11124200-403121	AUDITING SERVICES	\$	2,744.16		11124200-403170) [PROFESSIONAL SERVICES		\$	1,729.16
					11124200-403320	1 (MAINTENANCE SERVICE COI	NTRACTS	\$	990.00
	ž.			100	11124200-402500		ST/LT DISABILITY PREMIUM		\$	475.20
3			74		11124200-405899) [MISCELLANEOUS		\$	25.00
					11124200-402400) (GROUP LIFE INSURANCE		\$	0.78
		F	REQUIRES E	808	S APPROVAL					
	•									
		,								
								3		
										_
-		\$	12,859.09						\$	12,859.09
Explanation for transfer:	End of year budget transfer to	clean up accounts w	ith overrage:	s fo	or Financial Servic	ices Dep	artment.			
	RFG PREPARE'S INITIALS	7/29/2021 DATE								
500 57444		DATE								
	CE OFFICE USE ONLY				DEPART	RTMENT:	Financial Services			
CHECKED FOR FUNDS:	org name				DEPT HEAD SIGNA	- NATURE:	(Repurcally)	Hypa	71291	121
ENTERED:						DATE:	TIANIZI /			
POSTED:			COLINTY	Δ٦	MINISTRATOR 295			7/30/	2021	

ACCOUNTING PERIOD: FY21

BATCH#	
RFF#	

	INDS COMING FROM count Number	(CREDIT) Account Description	Amour	ıt		FUNDS GOING TO Account Number	(DEBIT) Account Desc	ription	Amou	unt ,
1	11312000 402317	HAS Contribution-Employer	\$	354.00		11312000 402310	Hos	oital/Medical Plans	\$	354.00
_										
_ /	11312000 406008	Vehicle & Pwerd Equipmnet Fuel	\$	2,713.00		11312000 403160	С	ontract Services	\$	2,713.00
/	11312000 406008	Vehicle & Pwerd Equipmnet Fuel	\$	1,291.00		11312000 405840	Insuran	ce Damage/Recoveries	\$	1,291.00
/	11312000 406008	Vehicle & Pwerd Equipmnet Fuel	\$	237.00		11312000 405891	Bil	te Patrol Program	\$	237.00
_										
			NEEC	9S B (S APPRO	OVAL -		\$	4,595.00
E	xplanation for transfer:									
		This money is to be transferred to cover the second	ver the necess	ary expens	ses	s for budget year F\	Y21.			
El	FOR FINANCE HECKED FOR FUNDS: NTERED: DSTED:	CE OFFICE USE ONLY RG 7/26/21				DEPARTMENT: DEPT HEAD SIGNAT DATE: COUNTY ADMINIST	TURE: Joe Mot augi July 22, 202	eriff's Department	7 7	1/26/202

ACCOUNTING PERIOD: FY21

FUNDS COMING FROM Account Number	(CREDIT) Account Description	<u>Amoi</u>	unt	FUNDS GOING TO (DEB) Account Number	T) Account Description	Amou	<u>ınt</u>
11314000 401300	Wages-Part Time Regular	\$	765.00	11314000 401105	Salaries & Wages-ST Disability	\$	765.00
11314000 401300	Wages-Part Time Regular	\$	4,115.00	11314000 402310	Hospital/Medical Plans	\$	4,115.00
		15					
				80			
* BOS AT	proval Required *	9					
	V ,						
	: 						0
		\$	4,880.00			\$	4,880.00
Explanation for transfer:							
	This money is to be transferred to cover t	he neces	sary expens	es for budget year FY21.			
	NLC 7/28/202 PREPARE'S INITIALS DATE	21					
FOR FINANC	CE OFFICE USE ONLY						
CHECKED FOR FUNDS:	RG 7/29/21			DEPARTMENT:	New Kent Sheriff's Department		
ENTERED:	U			DEPT HEAD SIGNATURE:	Joe McLaughin, Sheriff/ July 28, 2021		
POSTED:				DATE:		7/2	ฟากา
				COUNTY ADMINISTRATOR	APPROVAL:	1/3	your

ACCOUNTING PERIOD: FY21

FUNDS COMING FROM Account Number	(CREDIT) Account Description	Amo	unt	FUNDS GOING TO (D Account Number	Account Description	Amou	<u>nt</u>
11312000 406009	Vehicle & Power Equip. St	upplies \$	3,444.00	31380000 438090	Vehicle Acquisition - Sheriff	\$	3,444.00
	e e						
		NEEDS B	OS A	PPROVAL			
		\$	3,444.00			\$	3,444.00
Explanation for transfer:							
	This money is to be transferre	d to cover the neces	sary expense	s to complete the purc	hase and equipping of new vehicles in FY	21.	
	NLC PREPARE'S INITIALS	7/14/2021 DATE					- 3
FOR FINANCE CHECKED FOR FUNDS: ENTERED: POSTED:	CE OFFICE USE ONLY RG 7129121			DEPARTMENT: DEPT HEAD SIGNATURE DATE: COUNTY ADMINISTRAT	Joe Mc/Laughlin Sheriff July 14-2021	7/30	0/2021

ACCOUNTING PERIOD: FY21

FUNDS COMING FROM Account Number	(CREDIT) Account Description	Amou	<u>ınt</u>		FUNDS GOING TO (DEBIT) Account Number	Account Desc	ription	Amou	unt
11318000 403320	Maintenance Service Contract	\$	30,947.00		11317000 403800	Purc	chase of Jail Space	\$	30,947.00
		3/							
	N	EEDS	S BOS	3	APPROVA	L _	-		,
									•
									-
							1		
		\$	30,947.00		*			\$	30,947.00
Explanation for transfer:	This money is to be transferred to cove	r the necess	sarv expens	es	for jail space				
	This money is to be transferred to cove	Tule lieces	sary expens	63	ioi jali space.				
	NLC 7/21/2 PREPARE'S INITIALS DATE	021							
FOR FINANCE CHECKED FOR FUNDS: ENTERED: POSTED:	CE OFFICE USE ONLY RG 1/26/21				DEPARTMENT: DEPT HEAD SIGNATURE: DATE: COUNTY ADMINISTRATOR A	Joe McLaud July 21, 2021	eriff's Department	7	/26/202

ACCOUNTING PERIOD:

BATCH# _____

Jun-21 FY21

REF#

FUNDS COMING FROM Account Number	(CREDIT) Account Description	Amo	ount		FUNDS GOING TO Account Number	(DEBIT) <u>Account Description</u>	Amo	unt
25531000-401100	Salaries	\$	(16,552.00)	2	25531000-401300	PT Salaries	\$	16,552.00
25531000-403160	Contract Services	\$	(12,015.00)	2	25531000-403164	Tech Support	\$	1,867.00
				2	25531000-405229	Telecommunication - Cellular	\$	4,738.00
<u> </u>				2	25531000-405232	Telecommunication - Equipment	\$	334.00
				2	25531000-405305	Vehicle Insurance	\$	281.00
			,	2	25531000-406001	Office Supplies	\$	422.00
				2	25531000-406014	Other Operating Supplies	\$	67.00
				2	25531000-408002	Furniture	\$	4,306.00
25532100-400830	Child Welfare Subst & Sup	\$	(1,703.00)	2	25532100-400804	Auxiliary Grants	\$	390.00
				2	25532100-40833	Adult Services	\$	1,313.00
	×							
	* Requires BOS	Approval *						
	V	1.1						
		\$	(30,270.00)				\$	30,270.00
Explanation for transfer:	Transfer funds to overspent	line items.						
	<u> </u>	16						
	DMB	7/27/2021						
FOR FINANCE	PREPARER'S INITIALS	DATE						
	PA 7/29/21				DEPARTM	ENT: Social Services		
CHECKED FOR FUNDS:	- ag 17 11	•		[DEPT HEAD SIGNAT	URE: Myannem Hy	all	e
ENTERED:		-:			D	DATE: 7/2/12021	,	
POSTED:	COUNTY ADMINISTRATOR APPROVAL: 7/28/2021							

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Interdepartmental Budget Transfers

Motion: "Mr.		approve the Consent Agenda as presented and that it be made a part of the record.				
Chairman, I move	e to or					
(not required for Conse Agenda items)	I move to approve t	he Consent Agenda as the record, with the				
Subject	FY22 Interdepartme	ntal Budget Transfers				
Issue						
Recommendation						
Fiscal Implication	Sarvicas ¢5 235	Administration - From Reserved for Contingency to Professional Services, \$5,235.00.				
Policy Implication	ıs					
Legislative Histor	У					
Discussion						
Time Needed:		Person Appearing:				
Request	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687			
Copy provided to:						
ATTACHMENTS:						
Description FY22 Budget Tran	nsfers for 080921 (PDF)	Type Cover Memo				
REVIEWERS:						
Department	Reviewer	Action	Date 12.27			
Clerk	Watkins, Wanda	Approved	7/30/2021 - 12:27 PM			
Administration	Hathaway, Rodney	Approved	7/30/2021 - 4:03 PM			

ACCOUNTING PERIOD: BATCH#

Jul-21 FY22 REF#

FUNDS COMING FROM Account Number	(CREDIT) Account Description	Amo	unt		FUNDS GOING TO (Account Number	DEBIT) <u>Account Description</u>	Amou	unt
						- Control of the Cont		
11914000-409301	Reserved For Contingency	\$	5,235.00	973	11110100-403170	Professional Services	\$	5,235.00
						8		
R	Requires BOS Approval					4)		
	redance Bee Apple var						*	
			75					
								9
		\$	5,235.00				\$	5,235.00
3.3								
Explanation for transfer:	Envision New Kent Strategic Pla	n Printing Service	S					
	DALL	7/00/0004						
	RAH PREPARE'S INITIALS D.	7/22/2021 ATE						
FOR FINANCE								
	CE OFFICE USE ONLY				DEPARTME	NT: Administration		1.0
CHECKED FOR FUNDS:	00 1/20/21				DEPT HEAD SIGNATU			
ENTERED:						11.11		
POSTED:					DA	ATE: 7/2/2/2021		
OSTED.			COUNTY	ADI	MINISTRATOR APPRO\	/AL:		

Clerk

Attorney

Administration

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 Treasurer's Report

Motion: "Mr.	approve the Conse a part of the record		d and that it be made
Chairman, I move			
(not required for Consen Agenda items)	I move to approve	the Consent Agenda a of the record, with the	
Subject	Treasurer's Report	- June 2021	
Issue			
Recommendation			
Fiscal Implications			
Policy Implications			
Legislative History			
Discussion	Cash as of June 30 funds.	, 2021, \$69,147,106.3	7 including escrow
Time Needed:		Person Appearing:	
•	V. Watkins, Deputy Herk of the Board	Telephone:	804-966-9687
Copy provided to:			
ATTACHMENTS:			
Description June 2021 Treasure	er's Report (PDF)	Type Cover Memo	0
REVIEWERS:			
Department	Reviewer	Action	Date

Approved

Approved

Approved

Watkins, Wanda

Hefty, Brendan

Hathaway, Rodney

7/16/2021 - 9:39 AM

7/21/2021 - 2:32 PM

7/23/2021 - 8:39 AM

Total Cash in Bank



Cash Account Balance (total per statements)	51,305,647.78
Investments (per statements)	
Certificates of Deposit	15,967,656.38 General Operations
Local Government Investment Pool	4,164.92
Virginia Investment Pool	\$ 1,004,550.26
Total Investments	16,976,371.56
Total Cash and Investments	68,282,019.34
Escrow Accounts (Soil and Erosion)	865,087.03

69,147,106.37 including escrow funds

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 SPECIAL PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)			
Subject		l e Scout Proclamatio Tiller, Jr., District 2 Sc	•
Issue			
Recommendation			
Fiscal Implications			
Policy Implications			
Legislative History			
Discussion	approved as a part of Christopher Martell wand companies who companies who companies who companies who company Johnson, Owney Mark Daniel Sr., Owney Shane Whitlow, Owney	contributed to the proger - Tailgating Proser - Great South Realter - Whitlow's Landscare families of Provider	enda. following individuals ject: y aping & Design
Time Needed:		Person Appearing:	C. Thomas Tiller, Jr., District 2 Supervisor
•	Watkins, Deputy k of the Board	Telephone:	804-966-9687

ATTACHMENTS:

Description Type

Eagle Scout Proclamation - Christopher Martell Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	8/2/2021 - 1:47 PM
Administration	Hathaway, Rodney	Approved	8/2/2021 - 2:22 PM
Attorney	Hefty, Brendan	Approved	8/2/2021 - 2:27 PM



PROCLAMATION

EAGLE SCOUT CHRISTOPHER MARTELL

WHEREAS, Christopher Martell, a member of Boy Scout Troop #562 of the Heart of Virginia Council, a 2021 graduate of New Kent High School and the son of Wayne and Karen Martell of New Kent County, is to be recognized by the Boy Scouts of America for successfully completing all requirements for Scouting's highest rank; and

WHEREAS, his friends, family and community have supported him on his attainment of the rank of Eagle Scout and recognize the faithful and steady path he has taken within the Scouting organization; and

WHEREAS, Scouting has been an integral part of the New Kent County community for many years and a positive influence on our youth; and

WHEREAS, we commend Christopher who, for his Eagle Scout project, performed a variety of improvements at the County's Quinton Park including installing two concrete cornhole courts; and

WHEREAS, Christopher is committed to the ideals and creed of the Boy Scouts of America, and has shown dedication in his pursuits in achieving the rank of Eagle Scout;

NOW THEREFORE BE IT PROCLAIMED TH Supervisors, on this 9th day of August, 2021, does I CHRISTOPHER MARTELL, EAGLE SCOUT, for this	nereby recognize and congratulate					
to him our deepest appreciation for all of his hard work, and wishes him the best in all of						
his future endeavors.						
Attest:						
Rodney A. Hathaway, County Administrator	Thomas W. Evelyn, Chairman					

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 RESIDENCY ADMINISTRATOR'S REPORT

Motion: "Mr. Chairman, I move t (not required for Consent Agenda items)							
Subject	Residency Adminis	Residency Administrator's Report for July 2021					
Issue							
Recommendation							
Fiscal Implications							
Policy Implications							
Legislative History							
Discussion							
Time Needed: Request prepared by: Copy provided		Person Appearing: Telephone:					
ATTACHMENTS: Description Residency Administ (PDF)	rator's Report for July	Type 2021 Cover Memo)				
REVIEWERS: Department	Reviewer	Action	Date				
Clerk	Watkins, Wanda	Approved	7/29/2021 - 10:42 AM				
Administration Attorney	Hathaway, Rodney Hefty, Brendan	Approved Approved	7/30/2021 - 4:04 PM 8/2/2021 - 10:13 AM				



ASHLAND RESIDENCY MARSHALL WINN RESIDENCY ADMINISTRATOR

VDOT Call Center (800) 367-ROAD

NEW KENT COUNTY July 2021

MAINTENANCE: Jeff Allgood

Pothole Repair:

- Rte 634 Polish Town Rd
- Rte 249 New Kent Hwy on I-64 Bridge
- Rte 618 Olivet Church Rd
- Rte 605 Egypt Rd
- Rte 249 New Kent Hwy at Rte 627 Stage Rd
- Rte 606 Old Church Rd
- Rte 648 Courthouse Cir
- Rte 638 Cosby Mill Rd
- Rte 60 Pocahontas Trl
- Rte 601 Tabernacle Rd
- Rte 1031 Wingapo Dr

Asphalt Repair (Tar and Rock):

- Rte 33 Eltham Rd
- Rte 60 Pocahontas Trl
- Rte 1285 Yellow Jasmine Ter; Apron around DI Box

Washout Repair:

• Rte 665 Henpeck Rd

Sinkhole Repair:

- Rte 1370 Patriots Landing Dr
- Rte 627 Riverside Dr

Grade Gravel Road:

- Rte 623 Pamunkey Church Rd
- Rte 647 Old Telegraph Rd

Shoulder Repair:

- Rte 649 Rockahock Rd
- Rte 671 Augustus Ln

Driveway Repair:

Rte 679 Mount Prospect Rd; add gravel

Pipe Clean / Repair:

- Rte 60 Pocahontas Trl
- Rte 610 Pine Fork Rd
- Rte 640 Old Roxbury Rd
- Rte 647 Old Telegraph Rd

- Rte 1209 N Hairpin Dr
- Rte 1040 Ranch Acres Dr

Pipe Replace:

Rte 1305 Wensleydale Dr

Ditching:

- Rte 613 Dispatch Rd
- Long Reach Rd

VAC-ALL:

- Rte 610 Pine Fork Rd; 56 ft
- Rte 638 Cosby Mill Rd; 24 ft
- Rte 640 Old Roxbury Rd; 28 ft
- Rte 618 Olivet Church Rd; 50 ft
- Rte 647 Old Telegraph Rd; 48 ft
- Rte 608 Old River Rd; 60 ft
- Rte 1002 Carter Rd; 360 ft

Drop Inlet Cleaning:

Rte 33 Eltham Rd at West Point Bridge

Tree Removal / Pruning / Cleanup:

- Rte 606 Old Church Rd
- Rte 650 Landing Rd
- Rte 612 Airport Rd
- Rte 640 Old Roxbury Rd
- Rte 662 Golden Wheel Rd
- Rte 634 Polish Town Rd
- Rte 603 Good Hope Rd
- Rte 608 Old River Rd
- Rte 249 New Kent Hwy

Sight Distance:

Rte 155 N Courthouse Rd; Speed Limit Sign

Mowing / Right Arm Tractor:

- Rte 634 Polish Town Rd
- Rte 600 Holly Fork Rd

Mowing:

- Rte 606 Old Church Rd
- Rte 612 Airport Rd
- Rte 609 Talleysville Rd
- Rte 608 Old River Rd
- Rte 614 Whitehouse Rd
- Rte 679 Mt Prospect Rd
- Rte 618 Olivet Church Rd
- Rte 677 Piney Branch Rd
- Rte 623 Cooks Mill Rd
- Rte 624 Hill Farm Rd
- Rte 637 Cumberland Rd

- Rte 623 Pamunkey Church Rd
- Rte 626 Paige Rd
- Rte 625 Sweet Hall Ferry Rd
- Rte 651 Angel View Rd
- Rte 678 Clarke Rd
- Rte 678 Slatersville Rd
- Rte 627 Stage Rd
- Rte 627 Good Hope Rd
- Rte 628 Mt Pleasant Rd
- Toe Ink Wayside

Sign Repair:

• Rte 665 N Henpeck Rd; Stop sign

Debris Removal:

Rte 106 Vineyards Pkwy; remove Ad sign

Trash / Litter Pickup:

- Park & Ride County wide
- Toe Ink Wayside
- Rte 60 Pocahontas Trl
- Rte 640 Old Roxbury Rd

Miscellaneous:

- Deer and animal removal county wide
- Clean and repair mowing equipment
- Rte 106 Vineyards Pkwy; remove Real Estate sign post
- New Employee training
- VAC-ALL lane closure setup

Work Requests:

- 44 Received
- 52 Completed

Emergency Call Out After Hours (4):

- Rte 60 Pocahontas Trl; high water in roadway
- Rte 30 New Kent Hwy; high water in roadway
- Rte 60 Pocahontas Trl at Rte 640 Roxbury Rd; trees down in roadway
- Rte 1201 Shoreline Dr at Rte 1202 Brook Blvd; sinkhole in road

PROJECT DEVELOPMENT

Brian Ramsey, P.E.

- Smart Scale Shoulder Widening Project; Rte 155 N Courthouse Rd, currently in Utility relocation, expected to be advertised in 2021.
- **LM4A Latex Modified**; Rte 249 New Kent Hwy, Patching complete, final surface install mid-August, ongoing.
- **UPC117930 PM43 Resurfacing**; Rte 60 Pocahontas Pkwy, contract awarded to Allan Myers, construction began May 24 2021, expected to be complete November 15 2021, concrete pavement patching and crack sealing, ongoing.

NON-ORDINARY MAINTENANCE

Phillip Frazer, P.E.

Pending Study

- Corridor Study; Rte 60 Pocahontas Trl; Bottoms Bridge Area, large scale study that will
 require special funding, study will be tasked out to VDOT's on-call engineer, process will
 likely take more than the standard 90 days to complete.
- Corridor Study; Rte 30/33 Eltham Rd; large scale study that will require special funding, study will be tasked out to VDOT's on-call engineer, process will likely take more than the standard 90 days to complete.
- **Speed Study**; Rte 610 Pine Fork Rd; request to reduce the speed limit. Delayed by New Kent until Summer due to development.

Completed Study

None at this time

Administration

Attorney

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 **PRESENTATIONS**

Motion: "Mr. Chairman, I mov (not required for Cons Agenda items)				
Subject		Rappahannock Co Dr. Shannon Kenne	mmunity College Upd dy	late - RCC President
Issue				
Recommendation	า			
Fiscal Implications				
Policy Implications				
Legislative Histo	ry			
Discussion				
Time Needed:			Person Appearing:	RCC President Dr. Shannon Kennedy
Request prepared by:		Watkins, Deputy k of the Board	Telephone:	804-966-9687
Copy provided to:				
REVIEWERS: Department		Reviewer	Action	Date
Clerk		Watkins, Wanda	Approved	6/29/2021 - 8:48 AM

Approved

Approved

Hathaway, Rodney

Hefty, Brendan

7/2/2021 - 3:55 PM

7/6/2021 - 9:21 AM

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 PRESENTATIONS

Motion: "Mr. Chairman, I move (not required for Conse Agenda items)	INA						
Subject	ConnectRVA 2045 Parsons, PlanRVA	ConnectRVA 2045 Transportation Plan Presentation - Chet Parsons, PlanRVA					
Issue	2045 Transportation	Chet Parsons with PlanRVA will present on the ConnectRVA 2045 Transportation Plan and request help in getting residents engaged for the final public review.					
Recommendation	NA	NA					
Fiscal Implications	s NA	NA					
Policy Implication	s NA	NA					
Legislative History	y NA	NA					
Discussion	transportation inves the mobility needs o This plan focuses on highways, bicycles, issues that need to find realistic ways to	145 plan will guide the tments over the next of our community and all modes of travel, and pedestrians. It was addressed in the loomake projects happend access for everyone	20 years to support its future growth. including transit, will consider major ong term, and work to en that will improve				
Time Needed:	15 Minutes	Person Appearing:	Chet Parsons, PlanRVA				
	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683				
ATTACHMENTS:							

ATTACHMENTS:

Description Type

ConnectRVA 2045 (PDF) Cover Memo

REVIEWERS:

Department Reviewer Action Date

Administration Hathaway, Rodney Approved 8/2/2021 - 8:01 AM

Administration Hathaway, Rodney Approved Attorney Hefty, Brendan Approved

8/2/2021 - 8:02 AM 8/2/2021 - 10:30 AM









Regional Transportation Terms

RRTPO – Richmond Regional Transportation Planning Organization

CVTA – Central Virginia Transportation Authority

TAC – Technical Advisory Committee

CTAC – Community Transportation Advisory Committee

STBG – Surface Transportation Block Grant

CMAQ – Congestion Mitigation Air Quality



What is in the Plan?



Executive Summary



Transportation Issues



Vision, Goals & Objectives



Universe of Projects



Scoring, ranking & priorities



Cost-possible plan



Evaluation & improvement



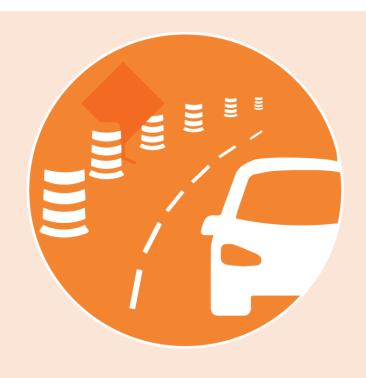
Technical appendices



Vision

The transportation system in the Richmond Region will reliably and safely connect people, prioritize more equitable opportunities for all to thrive and live healthy lives, promote a strong economy, and respect environmental stewardship.





A. Safety

Improve the safety of the transportation system for all people.

- **A1.** Enhance safety and comforts of bicycle and pedestrian facilities.
- **A2.** Work to eliminate all serious injuries and fatalities resulting from vehicular accidents.





B. Environment/Land Use

Reduce the negative impact the transportation system has on the natural and built environment.

- **B1.** Address roadways prone to flooding and consider climate impacts in transportation planning prioritization and funding decisions.
- **B2.** Reduce transportation related pollutants.
- **B3.** Reduce VMT (vehicle miles travelled) per capita.
- **B4**. Increase number and share of trips taken by shared and active transportation modes.
- **B5**. Tie land use planning to transportation investments through encouragement of walkable and transit-oriented communities.
- **B6.** Minimize impacts of transportation system on natural resources and communities with a particular emphasis on Environmental Justice (EJ) populations.





C. Equity/Accessibility

Improve equitable access through greater availability of mode choices that are affordable and efficient

- **C1.** Reduce trip lengths for all people with a focus on Environmental Justice (EJ) populations.
- **C2.** Increase access to jobs and community services via transit, walking, and biking for all people with a focus on EJ populations.





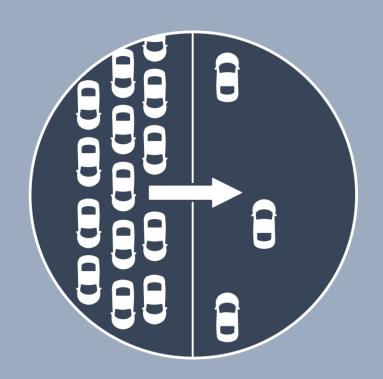
D. Economic Development

Improve connectivity and mobility for strong economic vitality

- **D1.** Reduce peak period travel times.
- **D2.** Increase transportation investment which focuses on economic vitality.
- **D3.** Improve reliability and accessibility of travel to and within the regional activity centers.
- **D4.** Reduce freight bottlenecks.
- **D5.** Increase multimodal access to tourist destinations.



Goals and Objectives



E. Mobility

Increase travel efficiency and mode choices by maintaining the transportation system in a state of good repair

- **E1.** Increase the percent of complete streets across the highway network to maximize use of available capacity.
- **E2.** Increase system efficiency through operational, transportation demand management (TDM), and technology-based solutions.
- **E3.** Improve system reliability across all modes.



What Makes a Project Regional?

Transit:

- New dedicated transit right-of-way
- All new regional transit routes (limited stations, high speeds or linking different jursdictions)
- New transit centers
- New park and ride lots (100 spaces or more) or expansions of 100 spaces or more

Bike/Pedestrian:

- Segregated lanes within dedicated rights of way
- Part of multi-jurisdiction network or fill significant gaps in existing network
- Directly connect and support transit service



What Makes a Project Regional?

Roads (included in regional travel demand model):

- Add/remove lanes or change use of lanes ie: HOV, Bus Only
- Realignment, extension or relocation
- New interchanges / modifications
- Over/underpasses
- Major arterial intersection improvements

Intermodal:

- Capacity change in intermodal corridors connecting regional hubs like RMT, RIC, major rail yards, etc
- New/relocated rail stations or major improvements

Bridges:

Replacement/rehab of National Bridge Inventory structures



Project Breakdown

Mode	Universe of Projects	Cost-possible Projects	Percent Included in ConnectRVA 2045
Active	34	33	97%
Bridge	16	16	100%
Highway	184	147	80%
Park & Ride	14	14	100%
Rail	9	0	0%
Transit	11	6	55%



Project Breakdown

Mode	Universe of Projects	Cost-Constrained Projects	Percent of Total
Active	214,455,327	184,455,327	4%
Bridge	229,990,908	229,990,908	5%
Highway	4,717,926,569	3,958,996,471	84%
Park & Ride	64,000,000	64,000,000	1%
Rail *	1,372,940,000		0%
Transit	693,708,000	265,308,000	6%

^{*} Rail funding is not regional - it is based on a statewide budget



Where do we go from here?

Public Review Period – August 16th to September 15th

Policy Board – October 4, 2021

Adoption

Regular updates

2050 Plan Development!



How Can I Get Involved?

- 1 Review the Draft Plan Starting August 16th
 - www.connectrva2045.org
- (2) Come to an Open House
 - To be held at multiple locations between August 16th and September 15th
- Participate Virtually During the Review Period

 Multiple Options Under Development
- 4 Submit Comments on the Website
- (5) Engage with Elected Officials and City/County Staff







New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 PUBLIC HEARINGS

Motion: "Mr. Chairman, I move (not required for Consel Agenda items)	Stiers Photography f	approve the proposed lease between New Kent County and Ron Stiers Photography for the purpose of providing photographic services to the general public.		
Subject		WITHDRAWN - PUBLIC HEARING - Ron Stiers Photography - Office Space Lease - Airport Manager Duane B. Goss		
Issue		Ron Stiers Photography has requested an Office Lease for a one year period with the option for monthly renewals.		
Recommendation				
Fiscal Implications	Increase in Airport r	Increase in Airport revenue.		
Policy Implications	N/A	N/A		
Legislative History	N/A			
Discussion	office space located to provide photogra a one year lease wit	The proposed lease involves approximately 157 +/- sq. ft. of office space located at 6901 Terminal Road, Quinton, Virginia to provide photographic services to the general public. This is a one year lease with the option of monthly renewals upon mutual agreement of the parties.		
Time Needed:		Person Appearing:	Airport Manager Duane Goss	
-	V. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687	
ATTACHMENTS:				

ATTACHMENTS:

Description Type

Ron Stiers Photography Lease (PDF) Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	7/30/2021 - 3:54 PM
Administration	Hathaway, Rodney	Approved	7/30/2021 - 4:04 PM
Attorney	Hefty, Brendan	Approved	8/2/2021 - 10:27 AM

Lease Agreement

THIS LEASE AGREEMENT ("Lease") is made this 1st day of August, 2021 by and between THE BOARD OF SUPERVISORS OF NEW KENT COUNTY, the governing body of a political subdivision of the Commonwealth of Virginia ("Lessor"), and RON STIERS PHOTOGRAPHY, whose principal place of business is located at 6901 Terminal Road, Quinton, Virginia 23141, address of the airport, and whose Owner and Manager is Mr. Ron Stiers. ("Lessee").

The Manager of the New Kent County Airport, Duane B. Goss, ("Airport Manager") is hereby designated as the primary contact person by the Board of Supervisors of New Kent County for this lease agreement.

This lease agreement incorporates the New Kent County Airport Rules, Regulations, and Minimum Standards (Attachment "A") which is incorporated by reference to this lease; it also incorporates any future versions of the New Kent County Airport Rules, Regulations, and Minimum Standards approved by the New Kent County Board of Supervisors of which the Lessee shall be responsible for the contents thereof. Should any provision of this lease be in conflict with the New Kent County Rules, Regulations, and Minimum Standards, the New Kent County Rules, Regulations, and Minimum Standards shall have priority.

1. Premises

1.1 Legal Description

In consideration of the rent hereinafter described and the covenants hereinafter contained, Lessor does hereby lease to Lessee for general public photographic services and Lessee does hereby lease from Lessor, that certain space located at 6901 Terminal Road, Quinton, Virginia 23141-2427 and known as the "Airport" to include approximately one hundred fifty (157 +/- square feet), of office space as designated by Duane B. Goss, Manager, New Kent County Airport. ("Premises").

2. Term

2.1 Commencement of Tenancy

The term of this Lease ("Term") shall commence on August 1, 2021 (the "Commencement Date") and shall terminate at midnight, local time on July 31, 2022 which completes one full year of tenancy hereunder (the "Termination Date"). This Lease may be renewed month-to-month for one additional year upon mutual written agreement of the parties.

2.2 Lessor and Lessee's right to Terminate

Lessor or Lessee may terminate the lease by notifying the other party in writing of its desire to do so at least thirty (30) days in advance and providing a good faith basis for such termination.

3. Rent

3.1 Covenant to Pay Rent

3.1.1 Base Rent

Lessee hereby covenants and agrees to pay to Lessor \$ 100.00 per month as base rent, due upon receipt for the Premises. This will consist of an annual fee of \$ 1,200.00.

3.1.2 Additional Rent

Not Applicable.

3.1.3 Maintenance Hangar Heating Oil

Not Applicable.

3.2 Payment Method

The Base Rent and all Additional Rent as provided for under this Lease shall be paid promptly when due, in cash or by check, in lawful money of the United States of America, without notice or demand and without deduction, diminution, abatement, counterclaim or set-off of any amount or for any reason whatsoever payable and delivered to **Treasurer**, **New Kent County at its offices at Post Office Box 109, 12007 Courthouse Circle, New Kent, Virginia, 23124-0198** or to such other person and place as may be designated by notice in writing from Lessor to Lessee from time to time. If Lessee shall present to Lessor more than twice during the Term checks or drafts not honored by the institution upon which they are issued, then Lessor may require that future payments of Rent and other sums thereafter payable be made by certified or cashier's check.

3.3 Security Deposit

Lessor does not require a security deposit from Lessee.

4. Real Estate Taxes

4.1 Definition of Real Estate Taxes

The Code of Virginia, §58.1-3203, requires the taxation of leasehold interests in real property from which the owner is otherwise exempt from assessment shall be assessed to the Lessee for local taxation. The term "Real Estate Taxes" means all taxes, rates and assessments, general or special, levied or imposed with respect to the Premises (including all taxes, rates and assessments, general or special, levied or imposed for school, public betterment and/or general or local improvements). The term "Base Real Estate Taxes" means the assessed value of said Premises multiplied by the then current rate, for the tax year during which this Lease commences. The term "Real Estate Tax Year" means each successive twelve (12) month period following and corresponding to the period or periods which may from time to time in the future be established by competent authority for the purposes of levying or imposing Real Estate Taxes. Nothing in this Article 4 shall be construed to reduce the rent payable hereunder.

4.2 Determining Obligations to Pay Increases in Real Estate Taxes

Should any Real Estate Taxes be assessed, levied, or due, Lessee shall pay them directly to the Treasurer of New Kent County. If the system of real estate taxation shall be altered or varied and any new tax or levy shall be levied or imposed on said Premises then any such new tax or levy shall be included within the term "Real Estate Taxes."

4.3 Items Not Considered in Determining Real Estate Taxes

It is understood and agreed that Lessee shall not be liable for any increase in the Real

Estate Taxes which is occasioned solely by an increase in the tax assessment due to an expansion of the Premises or any part thereof, or by Lessor's failure to pay Real Estate Taxes when due.

5. Use of Premises

5.1 Use Provision

Lessee covenants to use the Premises only for administering their services in New Kent County and conducting its corporate purposes and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations, to include the New Kent County Minimum Standards. Lessee, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Lessee's business within the Premises and to obtain all licenses, permits and the like required to permit Lessee to occupy the Premises.

5.2 "As Is" Acceptance of Property

Lessee accepts the Premises and the rest of the Project from Lessor in "as is" condition, except to the extent specifically provided elsewhere in this Lease.

5.3 Restriction on Unlawful Activity

Lessee shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful or hazardous purpose, nor as a source of annoyance or embarrassment to Lessor or other tenants, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein, without the prior written consent of Lessor.

5.4 Common Areas

Lessee shall have the access, use and enjoyment of the areas of the premises designated as "Common Areas." This will include, but may not be limited to the parking lot, common bathrooms, a common meeting room, a common waiting area, a common break room, common corridors and common entranceways. The common areas also include those listed in Section 1.05 of the New Kent County Airport Rules, Regulations and Minimum Standards. Lessee will only use these areas in an appropriate manner that will not interfere with the access, use and enjoyment of the areas by the other tenants.

5.5 Exclusivity

Lessee shall not have exclusivity of services provided at the New Kent County Airport. The Lessor may allow other tenants to enter into similar agreements conferring similar rights.

6. Repairs and Maintenance

6.1 Lessor's Obligations

Subject to the provisions hereinafter contained with regard to damage by fire or other casualty, Lessor agrees to maintain the Premises in good order and repair during the Term unless damage thereto shall have been caused by the act or neglect of Lessee or its Permittees, in which case the same shall be required by and at the expense of Lessee. If Lessee fails to make such repairs promptly, Lessor, at its option, may make such repairs and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs plus a fee of five percent (5%)

to cover Lessor's overhead. Lessor shall not be liable to Lessee for any damage or inconvenience and Lessee shall not be entitled to any abatement or reduction of Rent because of any repairs, alterations, or additions made by Lessor under this Lease.

6.2 Lessee's Obligations

Lessee shall maintain the non-structural portions of the interior of the Premises in good repair and condition, damages by causes reasonably beyond Lessee's control and ordinary wear and tear excepted.

7. Lessor's Services

7.1 Basic Services Provided by Lessor.

Lessor covenants and agrees that the Airport Operations Areas (AOA) shall be maintained to Federal Aviation Agency (FAA) standards for the Airport Reference Code as defined on the most current Airport Layout Plan. Lessor covenants and agrees that it shall furnish without additional charge electricity for lighting purposes, water and sewage. General landscaping and snow removal will be provided in the same manner as the Airport provides for itself. Lessee hereby acknowledges and agrees that Lessor shall not be liable in any way for any damage or inconvenience caused by the cessation or interruption of such heating, airconditioning, water, electricity, char landscaping or snow removal service occasioned by fire, accident, strikes, necessary maintenance, alterations or repairs, or other causes beyond Lessor's control and Lessee shall not be entitled to any abatement of Rent by reason thereof. Lessee hereby acknowledges and agrees that Lessee shall be responsible for procurement of a service to provide phone and internet service and will be responsible for payment of that service.

7.1.2 Basic Services

Not Applicable.

7.2 Lessor's Right to Repair

Lessor reserves the right to erect, use, connect to, maintain and repair pipes, ducts, conduits, cable, plumbing, vents and wires in, to and through the Premises as and to the extent that Lessor deems necessary or appropriate for the proper operation and maintenance of the Project (including the servicing of other tenants in the Project) and the right at all times to transmit water, heat, air-conditioning and electric current through such pipes, ducts, conduits, cables, plumbing, vents and wires.

8. Lessee's Agreement

8.1 Lessee's Use of Property; Lessee covenants and agrees:

- **8.1.1** not to obstruct or interfere with the rights of other tenants, injure or annoy them or those having business with them or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon said Project or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Lessee shall be answerable for all nuisances caused on the Premises, or caused by Lessee in the Project, or on the approaches thereto;
- **8.1.2** not to place a load on any floor exceeding the floor load which such floor was designed to carry in accordance with the plans and specifications of the Project, and not to install, operate or maintain in the Premises any unsafe or heavy item of equipment except in

such manner and in such location as Lessor shall prescribe so as to achieve a proper distribution of weight;

- **8.1.3** not to strip, overload, damage or deface the Premises, hallways, stairways, parking facilities or other public areas of the Project, or the fixtures therein or used therewith, nor to permit any hole to be made by any of the same;
- **8.1.4** not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Project, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by public authority;
- **8.1.5** to, at Lessee's own expense, promptly comply with and carry out laws, ordinances, rules, regulations and requirements (including zoning) of the federal, state, municipal governments, relating to the demised premises and/or the business conducted therein.
- **8.1.6** not to move any furniture or equipment into or out of the Premises except at such times and in such manner as Lessor may from time to time designate;
- **8.1.7** not to paint or place (nor to permit to be painted or placed) any sign or other advertising device, bill or billboard upon or about the demised premises (or the exterior of the building in which the demised premises are located), or any part thereof, without the prior written permission of Lessor;
- **8.1.8** to conform to all rules and regulations from time to time established by the appropriate insurance rating organization and to all reasonable rules and regulations from time to time established by Lessor;
- **8.1.9** to be responsible for the cost of removal of Lessee's bulk trash at time of move-in, during occupancy and move-out;
- **8.1.10** not to conduct, nor permit, in the Premises either the generation, treatment, improper storage or improper disposal of any hazardous substances and materials or toxic substances of any kind as described in the Hazardous Material Laws, and Lessee shall prohibit its Permittees from doing so and Lessee shall indemnify, defend and hold Lessor and its agents harmless from all costs, foreseeable and unforeseeable, direct and consequential; damages; liability fines' prosecutions; judgments; litigation; and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this Article 8 by Lessee or its Permittee.
- **8.1.11** to be responsible for the removal and cost of removal of Lessee's proper disposal of all waste or hazardous materials generated through Lessee's operation.
- **8.1.12** to comply with all of Lessor's current or future security requirements. Lessor will issue to the Lessee key (s) to the exterior doors and office. Lessee will issue keys to lessee's staff only as necessary and will provide the Airport Manager with a list of keys in circulation and updated as necessary. The Premises will be under camera surveillance twenty-four (24) hours per day.
- **8.1.13** to not place additional locks or bolts of any kind upon any of the doors or windows, nor make any changes to existing locks or the mechanism thereof. Lessee shall not make or permit to be made any keys for any door to the Premises or the Building. Lessee, upon the termination of this tenancy, shall restore to Lessor all keys furnished to the Lessee, and in the event of the loss of any keys, so furnished, Lessee shall reimburse Lessor the cost of installing new locks and keys, as well as resetting any alarm system.

- **8.1.14** to comply with the Lessor's rules and regulations for itself, its employees, agents, clients, customers, invitees and guests. Lessee agrees that Lessor may amend, modify, and delete its rules and regulations or add new and additional reasonable rules and regulations for the use and care of the leased premises, the building of which the leased premises are a part, the parking and other common areas. Lessee agrees to comply with all such rules and regulations upon notice to Lessee from Lessor. In the event of any breach of any rules and regulations set forth in this Lease or any amendments or additions to it, Lessor shall have all remedies in this lease provided for default of Lessee.
- **8.1.15** to load and unload goods at such times, in the areas and through the entrances designated for such purpose by lessor;
- **8.1.16** to not install radio or television or other similar devices, and no aerial shall be erected on the roof, on exterior walls of the leased premises, or on the parking or other common areas. Any such device or aerial, so installed, shall be subject to removal without notice at any time;
- **8.1.17** to not place or permit any obstructions or merchandise in any parking area and/or in the service corridors, fire-lanes, sidewalks, entrances, or passages;
- **8.1.18** to allow its employees to park their cars only in those portions of the parking area designated for employee parking by Lessor; main parking lot.
- **8.1.19** to not make or permit any noise or odor which lessor deems reasonably objectionable to emanate from the leased premises. No person shall use the leased premises as sleeping quarters, sleeping apartments, or lodging rooms;
- **8.1.20** to exercise all local, state (Virginia Department of Health) and CDC guidelines to prevent the spread of Covid19.
 - **8.1.21** to obtain all permits, insurances or licenses necessary to conduct its business.

9. Alterations

9.1 Limitations on Lessee's Ability to Alter Property

Lessee shall not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or install any equipment of any kind that shall require any alterations or additions or affect the use of the Project's water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system, or install any telephone antennae on the roof, in the windows or upon the exterior of the Building without the prior written consent of Lessor. If Lessee makes any such alterations or additions without Lessor's consent, Lessor may correct or remove them and Lessee shall be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work. All plans and specifications for any such work shall be prepared by Lessee at Lessee's expense and shall thereafter be submitted to Lessor for its review. All alterations and additions to the Premises shall be performed by Lessor, or Lessor's contractor, unless Lessor shall otherwise agree in writing. If any alterations or additions are not, with Lessor's consent, performed by Lessor or its contractor, Lessee shall nevertheless pay Lessor's fee of 3.2 percent of the total cost of the work to be performed, payable upon completion of the work, to compensate Lessor for coordinating Lessee's contractor's use of the Project's systems and access to the electrical, mechanical and telephone closets, as necessary. As a further condition of Lessor's consent to the use of the Lessee as contractor, Lessee or Lessee's contractor must evidence insurance coverage to include: (a) Worker's Compensation Coverage and (b) Comprehensive General Liability Property Damage insurance in the amount of not less than One Million Dollars (\$1,000,000.00) in the aggregate. All work done with respect to such alterations and additions shall be done in a good and workmanlike manner and diligently prosecuted to completion to the end that Premises shall at all times be a complete unit except during the period necessarily required for such work. Lessee shall not permit a mechanic's lien(s) to be placed upon the Premises, the Building or the Project as a result of any alterations or improvements made by it and agrees, if any such lien be filed on account of the acts of Lessee, promptly to pay the same. If Lessee fails to discharge such lien within five (5) days of its filing, then, in addition to any other right or remedy of Lessor, Lessor may, at its election, discharge the lien. Lessee shall pay on demand any amount paid by Lessor for the expenses of Lessor incurred in defending or obtaining the discharge of such action or in connection therewith. Lessee hereby expressly recognizes that in no event shall it be deemed the agent of Lessor and no contractor of Lessee shall by virtue of its contract be entitled to assert any lien against the Premises, Building, or Project. All alterations or additions shall become a part of the realty and be surrendered to Lessor upon the expiration or termination of this Lease, unless Lessor shall at the time of its approval of such work require removal or restoration on the part of Lessee as a condition of such approval.

10. Hold Harmless; Indemnification

10.1 Hold Harmless

Lessor shall not be liable for any damage to, or loss of, property in the Premises belonging to Lessee, its Permittees, or other persons in or about the Premises, or for damage or loss suffered by the business of Lessee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Project of which the Premises are a part, or from other sources. Lessor shall not be liable in any manner to Lessee, its Permittees, or their property, caused by the criminal or intentional misconduct, or by any act of neglect of third parties or of Lessee, Lessee's Permittees, or any other tenant of the Project. Lessee covenants that no claim shall be made against Lessor by Lessee, or by any agent or servant of Lessee, or by others claiming the right to be in the Premises or in the Project through or under Lessee, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises from any cause other than the gross negligence of Lessor. In no event shall Lessor be liable to Lessee for any consequential damages sustained by Lessee arising out of the loss or damage to any property of Lessee.

10.2 Indemnification of Lessor

Lessee covenants and agrees to save Lessor and Lessor's officers, employees, and agents from all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any cause whatsoever, by reason of the use of occupancy by Lessee or its permittees unless caused solely by the gross negligence of Lessor.

10.3 Survival of Indemnification Provisions

The provisions of this Article 10 shall survive the expiration of the Term.

11. Lien on Lessee's Property

11.1 Security Interest

To protect Lessor in the event Lessee defaults hereunder, Lessee hereby grants to Lessor a continuing security interest for all rent and other sums of money becoming due hereunder from Lessee, and upon all goods, wares, chattels, fixtures, furniture and other personal property of Lessee which are or may be located on the Premises and the proceeds thereof, none of which may be removed from the Premises without Lessor's consent so long as any Rent or other such sums from time to time owed to Lessor hereunder remains unpaid. Upon its receipt of a written request therefor from Lessor, Lessee shall execute such financing statements, continuation statements and other instruments as are necessary or desirable, in Lessor's judgment, to perfect such security interest.

12. Insurance

12.1 Lessee's Obligation to Provide Insurance

Lessee shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Lessor and Lessee, Insurance as listed in the Airport Rules, Regulations, and Minimum Standards, insuring against all liability of Lessee and its representatives arising out of and in connection with Lessee's use or occupancy of the Premises. Lessor and Lessor's officers, agents, and employees shall be named as additional insurers.

12.2 Fire Insurance

Lessee shall, at its own cost and expense, obtain and maintain at all times during the Term, fire and extended coverage on the Premises and on its contents, including any leasehold improvements made by Lessee in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss.

12.3 Increasing Insurance Coverage

Lessee shall increase its insurance coverage, as required, but not more frequently than each calendar year if, in the opinion of the Lessor or any mortgagee of landlord, the amount of public liability and/or property damage insurance coverage at that time is not adequate.

12.4 Insurer's Credit Rating and Policy Requirements

All insurance required under this Lease shall be issued by insurance companies licensed to do business in the Commonwealth of Virginia. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best Key Rating Guide" for insurance companies. Each policy shall contain an endorsement requiring not less than ten (10) business days written notice from the insurance company to Lessor before cancellation or any change in the coverage, scope, or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with Lessor on or before the Commencement Date, and renewal certificates or copies of renewal policies shall be delivered to Lessor at least ten (10) business days prior to the expiration date of any policy.

12.5 Cancellation of Insurance May Terminate Lease

If any of Lessor's insurance policies shall be canceled or cancellation shall be threatened or the coverage thereunder reduced or threatened to be reduced in any way because of the use of the Premises or any part thereof by Lessee or any assignees or subtenant of Lessee or by anyone Lessee permits on the Premises, and if Lessee fails to remedy the condition within twenty-four (24) hours after notice thereof, Lessor may at its option either terminate this Lease or enter upon the Premises and attempt to remedy such condition, and Lessee shall promptly pay the cost thereof to Lessor. Lessor shall not be liable for any damage or injury caused to any property of Lessee or of others located on the Premises from such entry.

12.6 Denial of Right to Subrogation

All policies covering real or personal property which either party obtains affecting the Premises shall include a clause or endorsement denying that insurer any rights of subrogation or recovery against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss. Lessor and Lessee hereby waive any rights of subrogation or recovery against the other for damage or loss to their respective property due to hazards covered or which should be covered by policies of insurance obtained or which should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered thereby assuming that any deductible shall be deemed to be insurance coverage.

13. Assignment and Subletting

13.1 Prior Written Consent of Lessor

Lessee shall not assign, transfer, mortgage or encumber this Lease or sublet the Premises without obtaining prior written consent of Lessor, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Lessor, in any such case, such consent may be withheld in the sole and absolute subjective discretion of landlord. In the event that Lessee defaults hereunder Lessee hereby assigns to Lessor any and all rent due from any subtenant of Lessee and hereby authorizes each such subtenant to pay said rent directly to Lessor. Without limiting the generality of the foregoing, if Lessor consents to an assignment or sublease pursuant to this Article 13, Lessor may condition its consent upon the entry by such transferee into an agreement (in form and substances satisfactory to Lessor) with Lessor, by which such transferee assumes all of Lessee's obligations hereunder.

14. Lessor's Right of Access

15.1 Right to Enter

Lessor may, at any time during Lessee's occupancy, during reasonable business hours enter either to view the Premises to show the same to others, or to facilitate repairs to the Building, or to introduce, replace, repair, alter, or make new or change existing connections from fixtures, pipes, wires, ducts, conduits or other construction therein, or remove, without being held responsible thereof, placards, signs, lettering, window or door coverings and the like not expressly consented to by Lessor.

14.2 Right to Enter To Show Property to Prospective Lessee

During the last ninety (90) days of the Term, Lessor may enter the Premises free from hindrance or control of Lessee to show the Premises to prospective tenants at times that shall not unreasonably interfere with Lessee's business. If Lessee shall vacate the Premises during the last month of the Term, Lessor shall have unrestricted right to enter the same after Lessee's

moving to commence preparations for the succeeding tenant or for any other purpose whatsoever, without affecting Lessee's obligation to pay rent for the full Term.

15. Fire Clause

15.1 Obligations of Parties after Fire

In the event the Premises or any part thereof, hallways, stairways or other approaches thereto, becomes damaged or destroyed by fire or other casualty from any cause so as to render said Premises and/or other approaches unfit for use and occupancy, a just and proportionate part of the Rent according to the nature and extent of the damage or injury to said Premises and/or approaches, shall be suspended or abated until said Premises and/or approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction. Lessor shall proceed, at its expense and as expeditiously as may be practicable, to repair the damage unless, because of the substantial extent of the damage or destruction, Lessor should decide not to repair or restore the Premises of the Project, in which event and at Lessor's sole option Lessor may terminate this Lease forthwith by giving Lessee a written notice of its intention to terminate within five (5) days after the date of the fire or other casualty. Lessor shall not be obligated to repair, restore, or replace any fixture, improvement, alteration, furniture, or other property owned, installed, or made by Lessee, all of which shall be repaired, restored, or replaced by Lessee.

15.2 Notification of Lessor

Lessee shall immediately notify Lessor of any damage to the Premises caused by fire or any other casualty.

15.3 Repair of Premises

No damage, compensation, or claim shall be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Project. Lessor shall diligently proceed to have such repairs made promptly.

16. Condemnation

16.1 Effect on Lease

This Lease shall be terminated and the Rent shall be abated to the date of such termination in either of the following events: (a) condemnation of the Premises, the Building or any part thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose; or (b) condemnation by competent authority under right of eminent domain for any public or quasi-public use or purpose of the Project in which the Premises are located. The forcible leasing by any competent authority of any portion of the Project other than the Premises shall have no effect upon this Lease. In case of any taking or condemnation, whether or not the Term shall cease and terminate, the entire award shall be the property of Lessor, and Lessee hereby assigns to Lessor all its right, title and interest in and to any such award. Lessee however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by it to Lessor for the land and improvements or part thereof so taken.

16.2 Effect on Lease for Temporary Loss

In the event of a temporary taking or condemnation of all or any part of the Premises for any public or quasi-public use or purpose, this Lease shall be unaffected and Lessee shall continue to pay in full Basic Rent and all Additional Rent payable for any such period. In the event of any such temporary taking, notwithstanding the provisions of Paragraph 20.1, Lessee shall be entitled to claim, prove and receive the portion of the award for such taxing that represents compensation for use or occupancy of the Premises during the Term, and Lessor shall be entitled to appear, claim, prove and receive the portions of the award that represent the cost of restoration of the Premises and the use or occupancy of the Premises after the end of the Term.

17. Defaults; Remedies

17.1 Definition of Default

It is hereby mutually agreed that: (a) if Lessee shall fail (i) to pay Rent or other sums which Lessee is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder and without demand therefor, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Lessee to be kept and performed; or (b) if Lessee shall abandon or evidence any intention to abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Lessee shall (i) generally not pay Lessee's debts as such debts come due, (ii) becomes insolvent, (iii) make an assignment for the benefit of creditors, (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Lessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Lessee or for all or any portion of Lessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise then, and in each and every case, from thenceforth and at all times thereafter, at the sole option of Lessor, Lessor may:

17.1.1 Lessor's Right to Terminate Lease and Recover Possession

Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may without notice and without prejudice to any other remedy Lessor may have, enter upon and take possession of the Premises and expel or remove Lessee and its effects without being liable to prosecution or any claim for damages therefor; and Lessee shall indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination, whether through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term.

17.1.2 Lessor's Right to Sue Lessee for Breach of Contract

Sue Lessee for breach of contract, in which event Lessee's event of default should be considered a total breach of Lessee's obligations under this Lease and Lessee immediately shall become liable for damages for such breach, in an amount equal to the total of the costs of recovering the Premises; the unpaid Rent earned as of the date of termination, plus interest thereon at a rate per annum from the due date equal to the legal judgment rate; and all other sums of money and damages owing by Lessee to Lessor. Lessee's right of possession shall cease and terminate and Lessor shall be entitled to the possession of the Premises and shall remove all persons and property therefrom and reenter the Lease without process of law and

without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Lessee.

17.1.3 Lessor's Right to Collect Balance

Declare the present worth (as of the date of such default) of the entire balance of rent for the remainder of the Term to be due and payable, and collect such balances in any manner not inconsistent with applicable law. For the purpose of this Paragraph 17.1.3, "present worth" shall be computed by discounting the entire balance to present worth at a discount rate equal to the discount rate then in effect at the Federal Reserve Bank nearest the location of the Building.

17.1.4 Lessor May Pursue Numerous Remedial Options

Pursue any combination of such remedies and/or other remedy available to Lessor on account of such default under applicable law.

17.1.5 Lessee's Liability

In the event of any reentry or retaking of the Premises by Lessor and/or any termination of this Lease by Lessor due to Lessee's default and exercise of Lessor's rights pursuant to this section. Lessee in all events shall remain liable and answerable nevertheless for the rent to the date of such retaking, reentry or termination and Lessee shall also be and remain answerable in damages for the deficiency or loss of rent as well as all related expenses which Lessor may thereby sustain in respect to the balance of the Term. In such case, Lessor reserves full power, which is hereby acceded to by Lessee, to let said Premises for the benefit of Lessee, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Lessee under the terms and provisions of this Lease. Such damages and related expenses that shall have been made more easily ascertainable by reletting of the Premises, or such action by Lessor may, at the option of Lessor, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term.

17.2 Limitation of Lessor's Rights

The provisions of this Article 17 are subject to the bankruptcy laws of the United States of America and the Commonwealth of Virginia that, in certain cases, may limit the rights of Lessor to enforce some of the provisions of this Article in proceedings thereunder. To the extent that limitations exist by virtue thereof, the remaining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Article 17.2 shall be interpreted in a manner that results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws.

17.3 Application of Lessee's Payments

All rents received by Lessor in any reletting after Lessee's default shall be applied, first to the payment of such expenses as Lessor may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Lessor, either for making the necessary repairs (including fitting up the space for such reletting) to the Premises or in curing any default on the part of Lessee of any covenant or condition herein made binding upon Lessee. Any remaining rent shall then be applied toward the payment of Rent due from Lessee, together with interest and

penalties and Lessee expressly agrees to pay any deficiency then remaining. Lessor shall in no event be liable in any way whatsoever (nor shall Lessee be entitled to any set off) for Lessor's failure to relet the Premises, and Lessor, at its option, may refrain from terminating Lessee's right of possession, and in such case may enforce against Lessee the provisions of this Lease for full Term.

17.4 Costs Associated With Collecting from Lessee

In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor places in the hands of an attorney or collection agency the enforcement of all or part of this Lease, the collection of any Rent due or to become due or recovery of the possession of the Premises, Lessee agrees to pay Lessor's costs of collection and enforcement including reasonable attorneys' fees, whether suit is actually filed or not.

17.5 Period to Cure

In the event of default under the terms of this Lease Agreement, Lessee shall within five (5) days of the receipt of the notice, either pay the overdue rent or quit the Premises. Should the default be for other than overdue rent, Lessee shall have thirty (30) days in which to cure the default or quit the premises. Failure to cure within the prescribed time shall result in the immediate termination of this Lease Agreement and Lessee's immediate suit for eviction.

18. Subordination

18.1 Subordination Clause

This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust or other encumbrance(s) including but not limited to the New Kent County Airport Rules, Regulations and Minimum Standards and any Federal Aviation Administration or Commonwealth of Virginia Grant Assurances which may now or which may at any time hereafter be made upon the Project of which the Premises is a part or any portion thereof, or upon Lessor's interest therein. This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Lessee shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such mortgage or deed of trust or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby, and Lessee hereby appoints Lessor the attorney-in-fact of Lessee, irrevocably, to execute and deliver any such instrument(s) for Lessee. If the interests of Lessor under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Premises or Project, Lessee shall be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Lessor under this Lease, and, if requested by such transferee, Lessee agrees to attorn to the transferee as its Lessor. The holder of any mortgage or deed of trust encumbering the Project shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions, as such holder may consider appropriate in its discretion. Upon request, Lessee shall execute and deliver an instrument confirming any such full or partial subordination.

19. Surrender of Possession

19.1 Lessee's Obligations and Rights

Upon the expiration or earlier termination of the Term, Lessee shall surrender to Lessor the Premises and all keys, gate cards, parking passes, security cards, and locks connected therewith to Lessor in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Article 13, any and all improvements, repairs, alterations and all other property attached to, used in connection with or otherwise installed upon the Premises (i) shall, immediately upon the completion of the installation thereof, be and become Lessor's property without payment therefor by Lessor, and (ii) shall be surrendered to Lessor upon the expiration or earlier termination of the Term, except that any machinery, equipment or fixtures installed by Lessee and used in the conduct of the Lessee's trade or business (rather than to service the Premises or any of the remainder of the Building or the Project generally) and all other property of Lessee shall remain Lessee's property and shall be removed by Lessee upon the expiration or earlier termination of the Term, and Lessee shall promptly thereafter fully restore any of the Premises or the Building damaged by such installation or removal thereof.

20. Lessee Holding Over

20.1 Rights of Lessor

If Lessee or any person claiming through Lessee shall not immediately surrender possession of the Premises at the expiration or earlier termination of the Term, Lessor shall be entitled to recover compensation for such use and occupancy at one hundred percent (100%) of the Basic Rent and Additional Rent payable hereunder just prior to the expiration or earlier termination of the Term. Lessor shall also continue to be entitled to retake or recover possession of the Premises as herein before provided in case of default on the part of Lessee, and Lessee shall be liable to Lessor for any loss or damage it may sustain by reason of Lessee's failure to surrender possession of the Premises immediately upon the expiration or earlier termination of the Term. Lessee hereby agrees that all the obligations of Lessee and all rights of Lessor applicable during the Term shall be equally applicable during such period of subsequent occupancy.

21. Estoppels

21.1 Elements of Estoppel Certificates

Lessee shall, without charge therefor, at any time and from time to time, within five (5) business days after request by Lessor, execute, acknowledge and deliver to Lessor a written estoppel certificate certifying to Lessor, any mortgagee, assignee of a mortgagee, or any purchaser of the Project, or any other person designated by Lessor, as of the date of such estoppel certificate; (a) that Lessee is in possession of the Premises; (b) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modification); (c) whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of Lessor, or any duty or obligation of Lessee hereunder (and, if so, specifying the same in detail); (d) the amount of the Basic Rent and the dates through which Basic Rent and Additional Rent have been paid; (e) that Lessee has no knowledge of any then uncured defaults on the part of Lessor under this Lease (or if Lessee has such knowledge, specifying the same in detail); (f) that Lessee has no knowledge of any event having occurred that authorizes the

termination of this Lease by Lessee (or if Lessee has knowledge of any such uncured defaults, specifying the same in detail); (g) that Lessor has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessor (or if Lessor has such knowledge, specifying the same in detail); (h) the amount of any Security Deposit held by Lessor; and (i) such reasonable other information requested by Lessor, such mortgagee, assignee of such mortgagee, such purchaser or such other person. Failure to deliver the certificate within five (5) business days after request by Lessor shall be conclusive upon Lessee for the benefit of Lessor and any successor to Lessor that this Lease is in full force and effect and had not been modified except as may be represented by the party requesting the certificate. If Lessee fails to deliver the certificate within five (5) business days after requested by Lessor, then by such failure Lessee shall irrevocably constitute and appoint Lessor as its attorney-in-fact to execute and deliver the certificate to any third party.

22. Miscellaneous

22.1 Definition of Lessee

The term "Lessee" shall include legal representatives, successors and permitted assigns. All covenants herein made binding upon Lessee shall be construed to be equally applicable and binding upon its Permittees and others claiming the right to be in the Premises or in the Project through or under Lessee.

22.2 Joint Lessees

If more than one individual, firm or corporation shall join as Lessee, singular context shall be construed to be plural wherever necessary and the covenants of Lessee shall be the joint and several obligations of each party signing as Lessee and when the parties signing as Lessee are partners, shall be the obligation of the firm and of the individual members thereof.

22.3 References to Gender

Feminine or neuter pronouns shall be substituted for those of the masculine form and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

22.4 Waiver

No waiver or breach of any covenant, condition or agreement herein contained shall operate as a waiver if the covenant, condition or agreement itself, or of any subsequent breach thereof.

22.5 Limitation of Lessor's Liability

Notwithstanding anything to the contrary contained in this Lease, Lessee shall look only to Lessor's ownership in the Project for satisfaction of Lessee's remedies for collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default by Lessor hereunder, and no other property or assets of Lessor or its agents, disclosed or undisclosed, shall be subject to levy, execution or the enforcement procedure for satisfaction of Lessee's remedies with respect to this Lease, the relationship of Lessor and Lessee hereunder, or Lessee's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable

against Lessor's agents, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Lessor not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Lessee's sole right and remedy in any dispute as to whether Lessor has breached such obligation.

22.6 Warranty of Habitability and Fitness for Particular Purpose

Lessee and Lessor expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose or any other kind arising out of this lease, and there are no warranties which extend beyond those expressly set forth in this lease..

22.7 Final Agreement

It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

22.8 Provisions that are Unlawful or Against Public Policy

Every agreement contained in this Lease is, and shall be construed as a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable, the remaining provisions of this Lease, the applications of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

22.9 Conditions That Prevent Performance

Whenever a period of time is herein prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor.

22.10 Execution

The submission of this Lease to Lessee shall not be construed as an offer nor shall Lessee have any rights with respect thereto unless Lessor executes a copy of this Lease and delivers same to Lessee.

22.11 Assignment

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This provision shall not be deemed to grant Lessee any right to assign this Lease or sublet the Premises or any part thereof other than as provided in Article 17 hereof.

22.12 Time Is of Essence Clause

All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

23. Brokers

23.1 Payment of Broker Fees

Lessee represents and warrants that it has not entered into any agreement with, nor otherwise had any dealings with, any broker or agent in connection with the negotiation or execution of this Lease which could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith, and Lessee shall indemnify, defend and hold Lessor harmless from and against any costs (including, but not limited to, court costs and attorneys' fees), expenses, or liability for commissions or other Compensation claimed by any broker or agent other than those listed or dealings, or alleged agreement or dealings, between Lessee and any such agreement or dealings, or alleged agreement or dealings, between Lessee and any such agent or broker.

24. Notices

24.1 Contacting Lessee and Lessor

All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to Lessor or Lessee respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

LESSOR LESSEE

County Administrator

Post Office Box 150

12007 Courthouse Circle

New Kent, Virginia 23124-0150

RON STIERS PHOTOGRAPHY
P. O. Box 4
Providence Forge, VA 23140

With a copy to: With a copy to:

County Attorney Post Office Box 150 12007 Courthouse Circle New Kent, Virginia 23124-0150

25. Quiet Enjoyment

25.1 Scope of Implied Covenant of Quiet Enjoyment

Lessor covenants and agrees that upon Lessee paying the Rent and any other charges due and payable and observing and performing all the terms, covenants and conditions, Lessee may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to any mortgages and deeds of trust hereinbefore mentioned.

26. Waiver of Trial by Jury

26.1 Waiver of Jury Trial

Lessor and Lessee each agree to hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this lease, the relationship of lessor and lessee, lessee's use or occupancy of this premises, any claim of injury, damage, and/or any statutory remedy.

27. Governing Law

27.1 Law Governing Contract

This Lease shall be construed and governed by the laws of the Commonwealth of Virginia, without respect to its conflict of law's provisions. The Courts of New Kent County or the Federal Courts for the Eastern District of Virginia, Richmond Division shall hear any legal action regarding the interpretation or enforcement of this writing. The prevailing party in any dispute, including mediation or arbitration, shall recover its costs (including reasonable attorney's fees) from the other party. Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of said state, it or they shall be considered severable and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

28. Documentation and Authorizing Resolutions.

The Lessee shall furnish and deliver to the Lessor with this Agreement and at no cost to the Lessor, documentation and authorizing resolutions to evidence the Lessee's existence in good standing and its authority to execute this Agreement.

The signatures of the parties are set out below in acknowledgment of this Lease Agreement and warrant their respective authority to enter this Lease Agreement.

Lease Agreement Lessor: Board of Supervisors of New Kent County Lessee: RON STIERS PHOTOGRAPHY

SIGNATURES ON SEPARATE PAGES

Lease Agreement Lessor: Board of Supervisors of New Kent County Lessee: RON STIERS PHOTOGRAPHY

The Board of Supervisors of New Kent County	
By:	
Rodney A. Hathaway	
Clerk of the Board	
COMMONWEALTH OF VIRGINIA County of New Kent, to wit:	
Rodney A. Hathaway, Clerk of the Board of Supervisors for New Kent County acknowledged the foregoing instrument before me this day of	, 2021.
Notary Public	
My Commission Expires:	
Notary Number:	
Reviewed as to form.	
Brendan S. Hefty	
County Attorney	

Lease Agreement Lessor: Board of Supervisors of New Kent County Lessee: RON STIERS PHOTOGRAPHY

RON STIERS PHOTOGRAPHY

By: (sign)				
Print:				
Its: OWNER				
Agreem	(Attach the appropriate resolent.)	lution authorizing th	is person to exec	cute this
	ALTH OF VIRGINIA, COU (insert name), as PHY acknowledged the foreg	S	_ (insert title) of R	ON STIERS
FITOTOGIA	9	onig instrument ber	ore me uns	_ day 01
	n Expires:			
Notary Number ——— Notary Public	r:			
INOTALY FUDIC				

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 **PUBLIC HEARINGS**

Motion: "Mr.

Chairman, I move to

(not required for Consent

Agenda items)

Mr. Chairman, I move to adopt ordinance O-27-21, authorizing the use of golf carts and utility vehicles in the Deerlake subdivision.

Subject

PUBLIC HEARING - Ordinance O-27-21, Use of Golf Carts and Utility Vehicles in the Deerlake Subdivision - County Administrator Rodney Hathaway

Issue

The Deerlake Homeowners Association has requested authorization for the use of golf carts and utility vehicles on streets within the Deerlake subdivision.

Recommendation

Staff recommends adoption of the proposed motion.

Fiscal Implications

NΑ

Policy Implications

Section 46.2-916.2 of the Code of Virginia enables a locality to enact an ordinance to authorize the operation of golf carts and utility vehicles on designated public streets and highways.

Legislative History

In 2018 the Board of Supervisors adopted an ordinance that established a propose for the authorization of golf carts and utility vehicles on designated public streets.

Discussion

Please see the attached staff memo and ordinance.

Time Needed:

15 Minutes

Rodney Hathaway,

County Administrator

Person Appearing:

Rodney Hathaway,

County

Request

prepared by:

Copy provided

to:

Telephone:

(804) 966-9683

Administrator

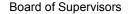
ATTACHMENTS:

Description Type

Staff Memo Cover Memo Ordinance O-27-21 (PDF) Cover Memo Golf Cart Application Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	8/2/2021 - 7:56 AM
Administration	Hathaway, Rodney	Approved	8/2/2021 - 7:56 AM
Attorney	Hefty, Brendan	Approved	8/2/2021 - 10:27 AM





Thomas W. Evelyn C. Thomas Tiller, Jr. Patricia A. Paige Ron Stiers W. R. "Ray" Davis, Jr. District 1
District 2
District 3
District 4
District 5

Rodney A. Hathaway County Administrator

www.co.new-kent.va.us

MEMORANDUM

DATE: July 30, 2021

TO: New Kent County Board of Supervisors

FROM: Rodney A. Hathaway, County Administrator

SUBJECT: Designation of Streets within the Deerlake Neighborhood for use by Golf

Carts and Utility Vehicles

Background:

The Board of Supervisors adopted Chapter 70, Article VI of the New Kent County Code on May 14, 2018 to allow the use of golf carts and utility vehicles on certain designated streets. In accordance with the New Kent County Code the Deerlake Home Owners Association submitted an application for the streets within that neighborhood to be designated for the of golf carts and utility vehicles.

Discussion:

The following County regulations apply to golf cart and utility vehicles:

- (1) A golf cart or utility vehicle may be operated only on designated public streets where the posted speed limit is 25 miles per hour or less. No golf cart or utility vehicle shall cross any highway at an intersection where the highway being crossed has a posted speed limit of more than 25 miles per hour.
- (2) No person shall operate any golf cart or utility vehicle on any public street unless he has in his possession a valid driver's license.
- (3) Every golf cart or utility vehicle, whenever operated on a public street, shall display a slow-moving vehicle emblem in conformity with Code of Virginia, 1950, § 46.2-1081, as amended.
- (4) Golf carts and utility vehicles shall be operated upon the public streets only between sunrise and sunset, unless equipped with such lights as are required in Article 3, (§ 46.2-1010 et seq.), of Code of Virginia, 1950, Chapter 10, Title 46.2, as amended.

- (5) Golf carts and utility vehicles operated upon the public streets shall abide by all laws and rules of the road applicable to motor vehicles traveling on the public streets of the commonwealth.
- (6) It shall be the responsibility of the organization, individual, homeowner's association, or other entity requesting the designation to install and maintain signs at one-half mile intervals alerting motorists that golf carts and utility vehicles may be in use/operation. The cost of the installation of all signs and the continued maintenance pertaining thereto on streets designated for golf cart and utility vehicle use shall be the responsibility of the organizations, individuals, homeowners associations or other entities requesting the designations and the county shall assess the costs incurred by the county resulting from any failure to maintain such signs against those requesting the designations.
- (7) Self-propelled electric golf carts and utility vehicles which have not been modified from manufacturer's specifications to specifically increase their speed.
- (8) The number of passengers shall be limited to the designed seating capacity of the golf cart or utility vehicle.
- (9) Golf carts and utility vehicles operating on designated streets pursuant to this article shall be insured by a policy of liability insurance with coverage of not less than \$100,000.00 per accident. In lieu of coverage provided by an insurance policy, the owner of such a golf cart or utility vehicle may self-insure the liability coverage if the Commissioner of the Virginia Department of Motor Vehicles has issued a certificate of self-insurance pursuant to Code of Virginia, 1950, § 46.2-368, as amended;

Recommendation:

County Staff and VDOT have reviewed the application and find that it is accordance with State and Local regulations, and therefore recommends approval.

If the Board chooses to designate the streets within the Deerlake neighborhood for the use of golf carts and utility vehicles, staff recommends adoption of the following Motion:

<u>Suggested Motion</u>: Mr. Chairman I move to adopt ordinance O-05-19 as presented to designate streets within the Deerlake neighborhood for the use of golf carts and utility vehicles.

Attached: Application

Map

Ordinance O-27-21

BOARD OF SUPERVISORS COUNTY OF NEW KENT VIRGINIA

O-27-21

At the regular meeting of the Board of Supervisors of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 9th day of August, 2021:

Present:	Vote:
Ronald P. Stiers C. Thomas Tiller, Jr. Patricia A. Paige W.R. Davis, Jr. Thomas W. Evelyn	
Motion was made byfollowing resolution:	, which carried:, to adopt the

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE VI OF THE NEW KENT COUNTY CODE TO PERMIT THE USE OF GOLF CARTS AND UTILITY VEHICLES IN THE DEERLAKE SUBDIVISION

WHEREAS, Section 46.2-916.2 of the Code of Virginia enables a locality to enact an ordinance to authorize the operation of golf carts and utility vehicles on designated public streets and highways within its boundaries; and

WHEREAS, the Board of Supervisors of New Kent County adopted an ordinance to authorize the operation of golf carts and utility vehicles on designated public streets and highways on May 14, 2018; and

WHEREAS, in accordance with the adopted ordinance an application was submitted by the Deerlake Homeowners Association to designate the public streets within this neighborhood for the use of golf carts and utility vehicles; and

WHEREAS, this application has been reviewed and approved by the Virginia Department of Transportation.

NOW THEREFORE BE IT ORDAINED, by the New Kent County Board of Supervisors this the 9th day of August 2021, that Chapter 70, Article VI of the New Kent County Code be, and it is hereby amended as set forth below:

ARTICLE VI. - GOLF CARTS AND UTILITY VEHICLES

Sec. 70-192. - Designated streets.

- (a) Notwithstanding any other provision of the County Code to the contrary, the following streets are designated for use by golf carts and utility vehicles in accordance with the provisions of this article and state law, subject to the limitations expressly stated herein.
 - (1) Chickahominy Shores Subdivision: All streets located within the subdivision known as Chickahominy Shores as shown on all plats now on record in the clerk's office of the county circuit court. This designation shall be valid for a period through September 15, 2021 at which time it shall be reviewed by the board of supervisors.
 - (2) Patriots Landing Subdivision: All streets located within the subdivision known as Chickahominy Shores as shown on all plats now on record in the clerk's office of the county circuit court. This designation shall be valid for a period through October 15, 2021 at which time it shall be reviewed by the board of supervisors.
 - (3) Deerlake Subdivision: All streets located within the subdivision known as Deerlake as shown on all plats now on record in the clerk's office of the county circuit court.

(Ord. No. O-04-18, 5-14-2018, 8-12-2019, 10-15-2019, <u>07-30-2021</u>)

Adopted this 09 th day of August, 2021	l.
Rodney A. Hathaway	Thomas W. Evelyn
County Administrator	Chairman



Land Use Permit LUP-GC Golf Cart & Utility Vehicle Accommodation

Code of Virginia §46.2-916.1 through §46.2-916.3 govern the use of golf carts and utility vehicles on Virginia highways. The code allows for the governing body of any county, city or town to authorize the operation of golf carts and utility vehicles on public highways within its jurisdictional boundaries. A locality can designate a state maintained road for use by golf carts and utility vehicles without any explicit approval from the Virginia Department of Transportation (VDOT), however VDOT does have the authority and the responsibility to overturn the designation if it is deemed that golf carts and utility vehicles impede the safe and efficient flow of motor vehicle traffic.

Permittee Agreement for Land Use Permit Issuance

I the undersigned locality representative hereby acknowledge that I am fully cognizant of all of the following requirements associated with the issuance of a VDOT Land Use Permit authorizing the use of golf carts and utility vehicles on non-limited access state maintained highways:

Locality Name: New Kent County

Locality Federal Tax ID No. or Driver's License No.: 54-6001445

Locality Mailing Address: P.O. Box 150

City: New Kent State: VA Zip Code: 23124

Authorized Representative's Name: Rodney A. Hathaway, County Administrator

Business Telephone No.: (804) 966 9683

Fax No.: (804) 966 9370

E-mail Address: rahathaway@newkent-va.us

Location(s): Deerlake Neighborhood - please see attached

List of streets and map.

Authorized Representative's Name: Rodney A. Hathaway, County Administrator

Rodney A. Hathaway, County Administrator

Authorized Representative's Name: Rodney A. Hathaway, County Administrator

VDOT Land Use Permit Required by Law

The General Rules and Regulations of the Commonwealth Transportation Board provide that no work of any nature shall be performed on any real property under the ownership, control, or jurisdiction of VDOT until written permission has been obtained from VDOT. Written permission is granted for the above-referenced activity through the issuance of a land use permit.

By issuing a permit, VDOT is giving permission only for whatever rights it has in the right-of-way; the permittee is responsible for obtaining permission from others who may also have an interest in the property.

The permittee will be civilly liable to the Commonwealth for expenses and damages incurred to VDOT as a result of violation of any of the rules and regulations of this chapter. Violators shall be guilty of a misdemeanor and, upon conviction, shall be punished as provided for in §33.2-210 of the Code of Virginia.

Application Requirements

Application for a land use permit authorizing the operation of golf carts and utility vehicles on state maintained highways shall be made through the local district permit office by the requesting locality.

The district administrator's designee receiving the request shall coordinate review and approval of the request with all appropriate VDOT personnel.

The regional traffic engineer (or their designee) shall perform a review of the land use permit application and supporting material

Contact Information

A list of counties with their corresponding VDOT district offices and contact information may be obtained on the VDOT web site at: http://www.virginiadot.org/about/districts.asp

Permit Fees & Charges

The application fee for a land use permit authorizing the operation of golf carts and utility vehicles on state maintained highways shall be waived.

Surety Requirements

It is not necessary for the locality to provide a surety for the operation of golf carts and utility vehicles on state maintained highways.

Insurance Requirements

It is not necessary for the locality to secure and maintain insurance to protect against liability for personal injury and property damage associated with the operation of golf carts and utility vehicles on state maintained highways.

General Requirements

- 1) Any county, city or town may designate a roadway as appropriate for golf cart and/or utility vehicle usage regardless of who owns or maintains the road within the constraints and requirements of the Code of Virginia.
- 2) The locality must consider the speed, volume, and character of motor vehicle traffic using such highways to determine if golf cart and utility vehicle operation is compatible with state and local transportation plans and if said operation is consistent with the Commonwealth's Statewide Pedestrian Policy.
- The locality shall provide VDOT with evidence of its consideration of the speed, volume, and character of motor vehicle traffic for routes being considered for golf cart and utility vehicle designation.
- 4) The locality shall provide VDOT with an overall route plan to show connectivity to and from specific origins and destinations. EXAMPLE: Residences to a local park, ball field, community center, etc.
- 5) In general, a designated route should not cross an un-signalized intersection where the annual average daily traffic (AADT) exceeds 2000 vehicles per day or where peak period traffic volumes do not allow for the safe crossing of golf carts and utility vehicles.
- 6) VDOT shall consider the volume and posted speed limit of all roadways intersecting a designated route so that designated route(s) do not cross high volume, low-speed roadways.
- 7) The posted speed limit of the highway to be designated shall not exceed 25 miles per hour.
- 8) The AADT of the highway to be designated shall not exceed 1000 vehicles per day.
- 9) The designated route shall not cross a highway where the posted speed limit exceeds 25 miles per hour except where the intersection is controlled by a traffic signal and the speed limit of the intersecting highway does not exceed 35 miles per hour.
- 10) In the Town of Colonial Beach and in towns with a population of 2,000 or less, a golf cart and utility vehicle may cross a highway at intersections marked with signage posted by VDOT. The Regional Traffic Engineer (or their designee) shall recommend approval or denial of sign installation(s).
- 11) All costs associated with the installation and maintenance of all required signage shall be borne by the locality.
- 12) The designated route shall not have geometric constraints that restrict minimum intersection sight distance or stopping sight distance for the posted speed limit of 25 miles per hour.
- 13) The total pavement width of the designated route shall not be less than 17 feet in width. This width may include any drivable paved or grass shoulders on each side of the travel way.
- 14) Where parking is allowed on the designated route the minimum pavement width shall be 24-feet with parking on one side and 29-feet with parking both sides (See the VDOT Road Design Manual for subdivision streets with AADT < 2000 vehicles per day).</p>
- 15) Actual truck traffic shall not exceed 10%. VDOT shall determine if said traffic creates an operational or safety concern for the use of golf carts and utility vehicles on the designated route.
- 16) Routes with high incidences of crashes will not be considered for designated use by golf carts and utility vehicles.
- 17) VDOT shall make a determination as to whether on-going development will trigger any thresholds that would deem the designated route as not compatible for the operation of golf carts and utility vehicles.

- 18) All persons operating a golf cart or utility vehicle on any public highway shall have in their possession a valid driver's license.
- 19) All golf carts or utility vehicles operated on a public highway shall display a slow-moving vehicle emblem in conformity with Code of Virginia §46.2-1081.
- 20) Golf carts and utility vehicles shall be operated upon the public highways only between sunrise and sunset unless equipped with headlights as are required for these classes of vehicles.

General Requirement Exceptions

- Operation of a golf cart to cross a highway from one portion of a golf course to another portion thereof or to an adjacent golf course or to travel between a person's home and golf course if the total trip does not exceed one-half mile in either direction and if the posted speed limit on the highway does not exceed 35 miles per hour.
- 2) Operation of a golf cart and/or utility vehicle by local government employees for official business or purpose on highways with posted speed limits that do not exceed 35 miles per hour.
- 3) Operation of a golf cart and/or utility vehicle by employees of public or private two-year or four-year institutions of higher education on highways within the property limits of such institutions provided the golf cart and/or utility vehicle is being operated on highways with posted speed limits that do not exceed of 35 miles per hour.
- 4) Operation of a golf cart and/or utility vehicle on a secondary highway with a posted speed limit of 35 miles per hour or less and within three miles of a motor speedway with a seating capacity of at least 25,000 but less than 90,000. This use is limited to the same day as any race or race-related event conducted at said speedway.
- 5) Operation of a golf cart and/or utility vehicle by employees of the Department of Conservation and Recreation (DCR) for official business or purpose on highways located within DCR property or upon VDOT maintained highways located adjacent to DCR property with posted speed limits that do not exceed 35 miles per hour.

Permit Revocation

At the discretion of the district administrator's designee, the land use permit may be revoked and the route designation removed for non-compliance with all requirements contained herein and/or specific conditions of the permit.

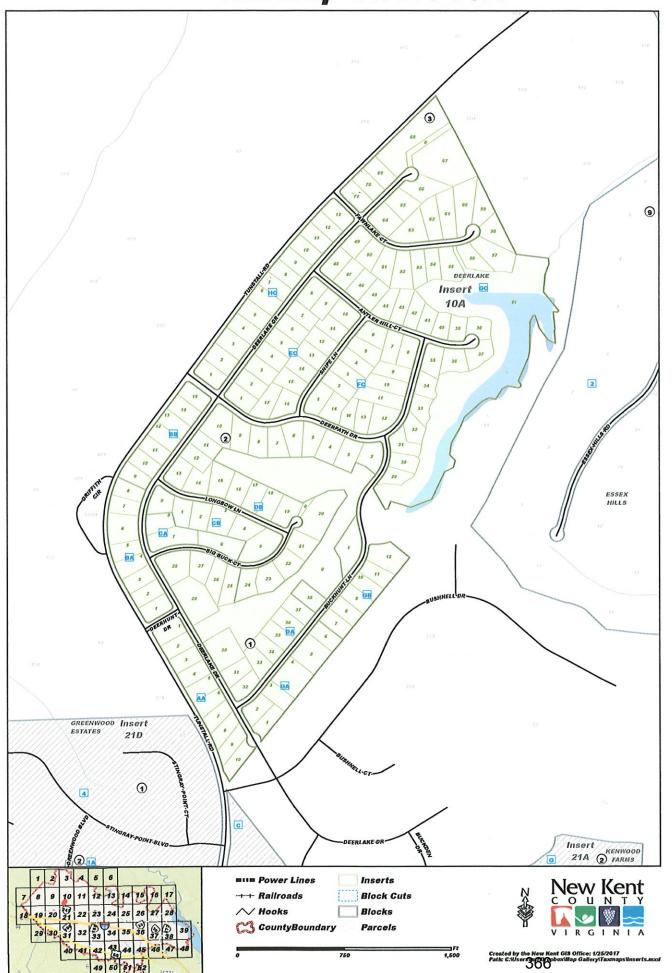
Permittee Notice

The preceding provisions are intentionally condensed in format and should not be loosely interpreted by the permit applicant without consultation with the central office permit manager or the district administrator's designee and affirmation from the <u>Land Use Permit Regulations</u>.

Deerlake Subdivision

STREET NAME	ROUTE#	
Deerhunt Drive	1160	Entire Roadway
		Beginning at Street Number 9100
Deerlake Drive	1161	through 10560
Buckhunt Lane	1162	Entire Roadway
Big Buck Court	1163	Entire Roadway
Longbow Lane	1164	Entire Roadway
Deerpath Drive	1165	Entire Roadway
Snipe Lane	1166	Entire Roadway
Antler Hill Court	1167	Entire Roadway
Fawnlake Court	1168	Entire Roadway

Tax Map Insert 10A



Deerlake Neighborhood VDOT LUP Application for Golf Carts and Utility Vehicles

1. Designated Routes and their connectivity to and from specific origins and destinations.

There are no public facilities in this neighborhood such as parks, ball field, community center, club house, etc. that would be anticipated to generate traffic. The golf cart and utility vehicle traffic is anticipated to occur between residences within the Deerlake neighborhood.

2. The highways crossing the proposed designated routes and the approximate skew.

There are no highways with higher speed limits that would cross any of the neighborhood streets being requested for golf cart and utility vehicle use.

3. Speed Limits, pavement widths (available for two-way travel excluding parking – may include any drivable paved or grass shoulders on each side of the travel way), traffic volumes and truck % of the proposed designated routes and crossing routes.

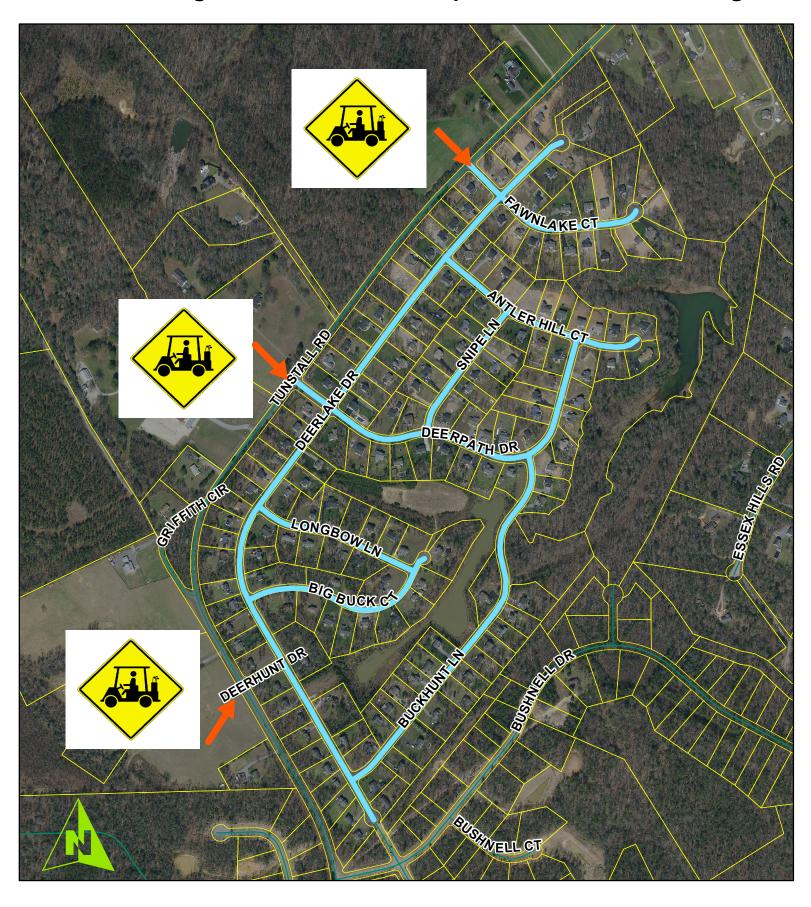
The speed limits of all roads within the Deerlake neighborhood are 25 miles per hour. The streets within the Deelake are the typical two-way subdivision streets with a pavement width of 24 feet and 6-inch shoulders. According to the 2019 VDOT traffic data the daily traffic counts are as follows.

Deerlake Neighborhood			
Street Name	State Route #	ADT Count	
Fawn Lake Ct	1168	No Data Available	
Antler Hill Ct	1167	No Data Available	
Deerlake Dr	1161	48	
Deerpath Dr	1165	No Data Available	
Snipe Ln	1166	No Data Available	
Longbrow Ln	1164	No Data Available	
Big Buck Ct	1163	70	
Buckhunt Ln	1162	140	
Deerhunt Dr	1160	380	

4. Existing signs and signalization and; signs and pavement markings to be installed on the highways proposed for designation and for crossing highways at the approaches to those routes.

Please see the attached map for the proposed locations for golf cart signage. The signage will be in accordance with the VDOT signage manual as shown on the attachment.

Deerlake Neighborhood Streets Proposed for Golft Cart Usage





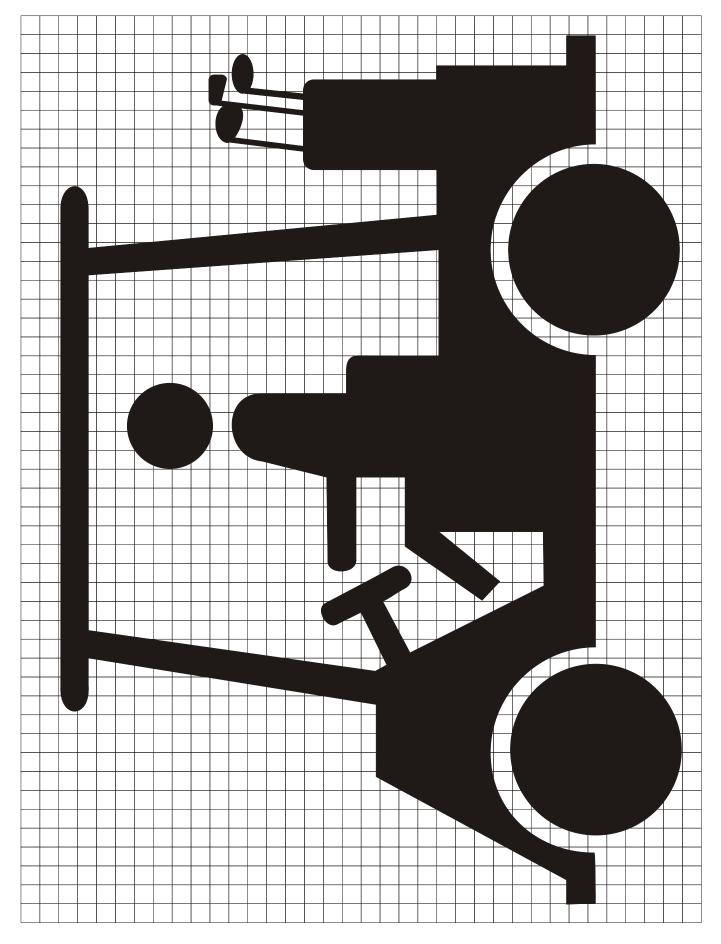
*See page 6-32 for symbol design.

	Α	В	С	D	Е	F	G	Н
	24	.375	.625	7.285	6.064	9.467	9.126	1.5
C	30	.5	.75	9.126	7.605	11.889	11.448	1.875
	36	.625	.875	10.928	9.126	14.250	13.730	2.25
	48	.75	1.25	14.571	12.129	18.934	18.253	3

COLORS: SYMBOL — BLACK

BACKGROUND - YELLOW (RETROREFLECTIVE)

2-102 370



6-32 371

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 APPOINTMENTS

Motion: "Mr. Chairman, I mov (not required for Con Agenda items)				
Subject Appointments - De		appointments - Dele	egated by District	
Issue				
Recommendation	n			
Fiscal Implicatio	ns			
Policy Implicatio	ns			
Legislative History				
Discussion				
Time Needed:			Person Appearing:	
Request prepared by:		atkins, Deputy of the Board	Telephone:	804-966-9687
Copy provided to:				
ATTACHMENTS	<u> </u>			
Description Appointments D	elegate	ed by District (PDF)	Type Cover Memo	
REVIEWERS:		_		_
Department Clerk		leviewer	Approved	Date 7/30/2021 - 3:47 PM
Administration		Vatkins, Wanda Iathaway, Rodney	Approved Approved	7/30/2021 - 3:47 PM 7/30/2021 - 4:01 PM
Attorney		lefty, Brendan	Approved	8/2/2021 - 10:28 AM

DISTRICT ONE APPOINTMENTS

I move to appoint	as District One representative to
the Board of Road Viewers to serve	e a four-year term beginning January 1,
2021 and ending December 31, 20	24. (The term of George Tate, Jr. expired
with the adoption of Resolution R-1	16-21 chartering/restructuring the Board
of Road Viewers on July 28, 2021.,)
I move to appoint	as a District One representative
to the Transportation Safety Comn	
beginning January 1, 2021 and end	ding December 31, 2024. (The term of J.
Joseph McLaughlin, III expired Ded	cember 31, 2020 and Mr. McLaughlin no
longer lives in District 1.)	
I move to appoint	as a District One representative
to the Social Services Advisory Boa	ard to serve a four-year term beginning
July 1, 2021 and ending June 30, 2	2025. (The term of S. Paul Rowles expired
June 30, 2021. Mr. Rowles has se	rved two consecutive terms and is not
eligible for reappointment.)	

DISTRICT TWO APPOINTMENTS

the Purchase of Development	as District Two representative to Rights Committee to complete a three-year The term of Joanne Panek expired June 30,
the Board of Road Viewers to s 2021 and ending December 31	as District Two representative to serve a three-year term beginning January 1, 1, 2023. (The term of Charles Edwards esolution R-16-21 chartering/restructuring the 28, 2021.)
to the Transportation Safety C	as a District Two representative ommission to complete a four-year term The term of Thomas Richart expired December

DISTRICT THREE APPOINTMENTS

I move to appoint	as District Three representative
to the Board of Road Viewers to serve	a two-year term beginning January 1,
2021 and ending December 31, 2022.	(The term James Moody expired on
December 31, 2020. The adoption of it	Resolution R-16-21 chartered and
restructured the Board of Road Viewer	s on July 28, 2021.)

DISTRICT FOUR APPOINTMENTS

I move to appoint	as District Four representative to
the Board of Road Viewers to serve a tw	o-year term beginning January 1,
2021 and ending December 31, 2022. (The term of Bobby Weagley expired
with the adoption of Resolution R-16-21	chartering/restructuring the Board
of Road Viewers on July 28, 2021.)	-

DISTRICT FIVE APPOINTMENTS

I move to appoint the Board of Road Viewers to serve a thre 2021 and ending December 31, 2023. (To with the adoption of Resolution R-16-21 coof Road Viewers on July 28, 2021.)	e-year term beginning January 1, he term of Sharon Oakley expired
I move to appoint to the Social Services Advisory Board to soluly 1, 2021 and ending June 30, 2025. (June 30, 2021. Ms. Claytor has served two eligible for reappointment.)	erve a four-year term beginning The term of Kim Claytor expired

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 APPOINTMENTS

Motion: "Mr. Chairman, I mov (not required for Con Agenda items)			
Subject	Appointments - No	ot Delegated by District	
Issue			
Recommendatio	n		
Fiscal Implicatio	ons		
Policy Implicatio	ons		
Legislative Histo	ory		
Discussion			
Time Needed:		Person Appearing:	
Request prepared by: Copy provided	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
to:			
ATTACHMENTS Description Appointments N	6: OT Delegated by District	Type t (PDF) Cover Memo	
REVIEWERS: Department Clerk Administration Attorney	Reviewer Watkins, Wanda Hathaway, Rodney Hefty, Brendan	Action Approved Approved Approved	Date 7/30/2021 - 3:48 PM 7/30/2021 - 4:02 PM 8/2/2021 - 10:28 AM

Boards and Commissions not Delegated by District

Advisory Commission to serve and ending December 31, 202	as a member of the Airport a four-year term beginning January 1, 2021 4. (Harold Repasky has moved and resigned should be made by the <u>District 3 BOS</u>
Board of Building Code Appeals complete a four-year term end	as an at large member of the s/Board of Fire Prevention Code Appeals to ling December 31, 2023. (The term of Donald 1, 2019. This appointment should be made by
Board of Building Code Appeals	as an <u>alternate</u> member of the s/Board of Fire Prevention Code Appeals to 31, 2021. (This position has been vacant
the Board of Road Viewers to s 2021 and ending December 31	as an at-large representative to serve a four-year term beginning January 1, 2024. (The is a new position created upon 6-21 chartering/restructuring the Board of)
the Board of Road Viewers to 9 2021 and ending December 31	as an at-large representative to serve a one-year term beginning January 1, , 2021. (The is a new position created upon 6-21 chartering/restructuring the Board of .)
Kent County Youth Community	as a youth member of the New Service Committee to serve a one-year term This appointment should be made by the
Kent County Youth Community	as a youth member of the New Service Committee to serve a one-year term This appointment should be made by the

Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2021. (This appointment should be made by the <u>District 2 BOS Member</u> .)
I move to appoint as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2021. (This appointment should be made by the <u>District 2 BOS Member.</u>)
I move to appoint as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2021. (This appointment should be made by the <u>District 2 BOS Member</u> .)
I move to appoint as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2021. (This appointment should be made by the <u>District 3 BOS Member.</u>)
I move to appoint as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2021. (This appointment should be made by the <u>District 3 BOS Member.</u>)
I move to appoint as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2021. (This appointment should be made by the <u>District 4 BOS Member</u> .)
I move to appoint as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2021. (This appointment should be made by the <u>District 4 BOS Member</u> .)
I move to appoint as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2021. (This appointment should be made by the <u>District 4 BOS Member.</u>)
I move to appoint as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2021. (This appointment should be made by the District 5 BOS Member.)

I move to appoint	as a youth member of the New
Kent County Youth Community Se	ervice Committee to serve a one-year term
ending December 31, 2021. <i>(This</i>	s appointment should be made by the
<u>District 5 BOS Member</u> .)	
I move to appoint	as a youth member of the New
Kent County Youth Community Se	ervice Committee to serve a one-year term
ending December 31, 2021. <i>(This</i>	s appointment should be made by the
District 5 BOS Member.)	•

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 APPOINTMENTS

Motion: "Mr. Chairman, I move (not required for Conse Agenda items)					
Subject	Appointments - Reg	Appointments - Regional Boards and Commissions			
Issue					
Recommendation					
Fiscal Implications	5				
Policy Implications	5				
Legislative History	,				
Discussion					
Time Needed:		Person Appearing:			
	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687		
Copy provided to:					
ATTACHMENTS: Description Appointments - Re(PDF)	egional Boards and Com	Type missions Cover Memo			
REVIEWERS: Department Clerk Administration	Reviewer Watkins, Wanda Hathaway, Rodney	Action Approved Approved	Date 7/30/2021 - 3:50 PM 7/30/2021 - 4:02 PM		
Attorney	Hefty, Brendan	Approved	8/2/2021 - 10:29 AM		

APPOINTMENTS - REGIONAL BOARDS AND COMMISSIONS

I move to appoint **Kimberlee Moyer** as District Two representative to Heritage Public Library Board of Trustees to serve a four-year term beginning July 1, 2021 and ending June 30, 2025. (The term of Kimberlee Moyer expired June 30, 2021 and she has requested reappointment. Please note – although this is a regional board, this individual represents District Two and the appointment should be made by the District Two Supervisor.)

New Kent County Board of Supervisors P O Box 150, 12007 Courthouse Circle New Kent, VA 23124

Clerk

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 8/9/2021 ADJOURNMENT

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	lagiourn.	adjourn.		
Subject	Adjournment			
Issue				
Recommendation	Approval			
Fiscal Implications				
Policy Implications				
Legislative History				
Discussion	Supervisors will be h September 8, 2021 a 9:00 a.m. on Wedne Boardroom of the Co will also participate Commission at 6:30 the Boardroom of the	The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Wednesday, September 8, 2021 and the next work session will be held at 9:00 a.m. on Wednesday September 20, 2021, both in the Boardroom of the County Administration Building. The Board will also participate in a joint meeting with the Planning Commission at 6:30 p.m. on Monday, September 20, 2021 in the Boardroom of the County Administration Building. There will be no August work session.		
Time Needed:		Person Appearing:		
Request W	/. Watkins, Deputy lerk of the Board	Telephone:	804-966-9687	
Copy provided to:				
ATTACHMENTS: Description Closed Session Mod	tions (PDF)	Type Cover Memo		
REVIEWERS:				
Department	Reviewer	Action	Date	

Watkins, Wanda Approved

7/30/2021 - 3:59 PM

MOTIONS FOR CONVENING A CLOSED SESSION

1	I move to go into closed session pursuant to §2.2-3711A.1 of the Code of Virginia for (discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or County employees) involving	
3	I move to go into closed session pursuant to §2.2-3711A.3 of the Code of Virginia for 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 County) involving	
4	I move to go into closed session pursuant to §2.2-3711A.4 of the Code of Virginia for (the protection of the privacy of individuals in personal matters not related to public business) involving	
5	I move to go into closed session pursuant to §2.2-3711A.5 of the Code of Virginia for (discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community) involving	
6	I move to go into closed session pursuant to §2.2-3711A.6 of the Code of Virginia for (discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the County would be adversely affected) involving	
7	I move to go into closed session pursuant to §2.2-3711A.7 of the Code of Virginia for (consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by the Board regarding specific legal matters requiring the provision of legal advice by such counsel) involving	
19	I move to go into closed session pursuant to §2.2-3711A.19 of the Code of Virginia for (discussion of plans to protect public safety as it relates to terrorist activity and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such activity or a related threat to public safety; or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure) involving	
28	I move to go into closed session pursuant to §2.2-3711A.28 of the Code of Virginia for (discussion or consideration of records excluded from this chapter pursuant to subdivision 11 of § 2.2-3705.6 by a responsible public entity or an affected local jurisdiction, as those terms are defined in § 56-557, or any independent review panel appointed to review information and advise the responsible public entity concerning such records) involving	

- I move to go into closed session pursuant to §2.2-3711A.32 of the Code of Virginia for (discussion or consideration of confidential proprietary records and trade secrets excluded from this chapter pursuant to subdivision 18 of § 2.2-3705.6.) involving _____

CERTIFICATION OF CLOSED SESSION

A. Motion

I move that the Board certify by roll call vote that to the best of each member's knowledge only public business matters lawfully exempted from open session requirements of the Freedom of Information Act and identified in the motion to go into closed session were heard, discussed or considered in the closed session.

B. Vote taken on certification.

D	1 7 - 4
Present:	Vote:

Thomas W. Evelyn C. Thomas Tiller, Jr. Patricia A. Paige Ron Stiers John N. Lockwood