

Range of Checking Accts: 100GENERAL to 100GENERAL Range of Check Dates: 10/10/14 to 11/13/14
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
100GENERAL					
28148	10/10/14	MWPRI005 M&W Printers, Inc.	5,880.00		5
28149	10/31/14	AFLAC005 Aflac	1,250.70		6
28150	10/31/14	AMER0010 American Heritage Life Ins Co	155.12		6
28151	10/31/14	ANTH0010 Anthem Blue Cross/Blue Shield	32,369.56		6
28152	10/31/14	BOST0005 Boston Mutual Life Ins Co	586.61		6
28153	10/31/14	GRAY0105 Grayson Co Treasurer's Office	4,593.15		6
28154	10/31/14	ING00005 Ing	400.00		6
28155	10/31/14	MINNE005 Minnesota Life	357.55		6
28156	10/31/14	UNIT0010 United Way Virginia Highlands	41.70		6
28157	10/31/14	VAAS0010 Va Association Of Counties	34.72		6
28158	10/31/14	VALIC005 Valic	2,200.00		6
28159	10/31/14	DAVID010 David Ashby	54.00		7
28160	10/31/14	JASON010 Jason G Carico	86.90		7
28161	11/13/14	ADAMG005 Adam G Horton	40.00		8
28162	11/13/14	ADAMS005 Adams Building Supply	0.00	11/13/14 VOID	0
28163	11/13/14	ADAMS005 Adams Building Supply	532.00		8
28164	11/13/14	AFTON005 Afton Communications Corp	165.00		8
28165	11/13/14	ALBER005 ALBERT G WATSON	40.00		8
28166	11/13/14	ANDER005 Anderson & Associates, Inc	1,525.00		8
28167	11/13/14	ANTON005 Antonina Marino	429.27		8
28168	11/13/14	APLUS005 A Plus Fire & Safety	536.98		8
28169	11/13/14	APPAL005 Appalachian Power	0.00	11/13/14 VOID	0
28170	11/13/14	APPAL005 Appalachian Power	5,135.78		8
28171	11/13/14	ARCET005 Arcet Equipment Company	126.23		8
28172	11/13/14	ASSOC005 Assoc Of Clerks Of Dist Courts	60.00		8
28173	11/13/14	ATWEL005 Atwell Construction Company	280.00		8
28174	11/13/14	BARB0015 Barbara J. Kagey	2,102.06		8
28175	11/13/14	BARRY005 BARRY TRIPLETT	40.00		8
28176	11/13/14	BBTIR005 B & B Tire Service, Inc	3,567.28		8
28177	11/13/14	BHCOM005 B&H Computers	248.49		8
28178	11/13/14	BILLI005 Billie R. Taylor	78.08		8
28179	11/13/14	BKTUN005 Bkt Uniforms	613.87		8
28180	11/13/14	BLEVI005 Blevins Workshop, Inc	100.00		8
28181	11/13/14	BLUE0010 Blue Ridge Energies, Llc	193.89		8
28182	11/13/14	BLUER010 BLUE RIDGE MASS APPRAISAL CO	27,096.30		8
28183	11/13/14	BRAIN005 Brain Injury Svcies	1,250.00		8
28184	11/13/14	BURSA005 Bursan's Office	12,454.31		8
28185	11/13/14	CALEB005 Caleb Sizemore	40.00		8
28186	11/13/14	CARDI005 Cardinal Realty Virginia Llc	207.23		8
28187	11/13/14	CARQU005 Carquest of Alleghany	467.01		8
28188	11/13/14	CARR0015 Carroll Co Sheriff's Office	338.51		8
28189	11/13/14	CARR0020 Carroll-Grayson-Galax Solid Wa	30,083.50		8
28190	11/13/14	CARRO005 Carroll County	150.46		8
28191	11/13/14	CENT0015 Century Link	188.61		8
28192	11/13/14	CENTU005 Century Link	1,762.66		8
28193	11/13/14	CHANN005 Channing Russell	40.00		8
28194	11/13/14	CINTA005 Cintas Corp, #532	0.00	11/13/14 VOID	0
28195	11/13/14	CINTA005 Cintas Corp, #532	1,255.05		8
28196	11/13/14	CITY0010 City of Galax	23,657.15		8

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
100	GENERAL				Continued
28197	11/13/14	CODYL005 Cody L Wingate	12.11		8
28198	11/13/14	COMCA005 Comcast Corporation	150.88		8
28199	11/13/14	COMPR005 Compressed Air Systems, Inc.	676.02		8
28200	11/13/14	COPPE005 Copperhead Graphics	730.00		8
28201	11/13/14	CURTI005 Curtis Crigger	40.00		8
28202	11/13/14	DANNY005 Danny Smith	119.90		8
28203	11/13/14	DECAT005 Decatur Electronics, Inc.	165.00		8
28204	11/13/14	DEPTO005 Dept Of Criminal Justice Serv	8,883.63		8
28205	11/13/14	DERRI005 Derrick Gunter	40.00		8
28206	11/13/14	DOUGA005 Doug Absher	80.00		8
28207	11/13/14	ERICC005 Eric Callahan	40.00		8
28208	11/13/14	EVERE005 Everett Earl Johnson	40.00		8
28209	11/13/14	FIELD005 Fielder Electric Motor Repair	78.14		8
28210	11/13/14	FLATR005 Flat Ridge Community Center	225.00		8
28211	11/13/14	FLEET005 Fleetpride	234.72		8
28212	11/13/14	FLORE005 Flores & Associates, LLC	5,946.57		8
28213	11/13/14	GALA0010 Galax Gazette	424.80		8
28214	11/13/14	GALA0025 Galax Grayson Ems	5,232.51		8
28215	11/13/14	GALA0035 Galax Police Dept	338.51		8
28216	11/13/14	GALLS005 Galls, LLC	177.00		8
28217	11/13/14	GALYE005 GALYEAN TRUCKING, LLC	1,377.30		8
28218	11/13/14	GAZET005 Gazette Press, Inc	775.00		8
28219	11/13/14	GINGE005 Ginger Halsey	200.00		8
28220	11/13/14	GLEND005 Glen David Taylor	40.00		8
28221	11/13/14	GLORI005 Gloria Price	486.21		8
28222	11/13/14	GOODW005 Goodwill Grange	150.00		8
28223	11/13/14	GRACE005 Grace Free Will Baptist Church	75.00		8
28224	11/13/14	GRAY0015 Grayson Co Commonwealth's Atty	2,976.55		8
28225	11/13/14	GRAY0040 Grayson Co Health Dept	43,111.00		8
28226	11/13/14	GRAY0055 Grayson Co School Board	8,169.76		8
28227	11/13/14	GRAY0060 Grayson Co Sheriff's office	368.51		8
28228	11/13/14	GRAY0070 Grayson Florist & Gifts	58.00		8
28229	11/13/14	HALEY005 Haley Ford	25,633.00		8
28230	11/13/14	HAYNE005 Haynes Portable Toilets & Sept	75.00		8
28231	11/13/14	HDSUP005 Hd Supply Waterworks, Ltd.	80,714.41		8
28232	11/13/14	HICOK005 Hicok, Fern, Brown & Garcia Cpas	9,800.00		8
28233	11/13/14	HIGHC005 High Country Springs, LLC	55.50		8
28234	11/13/14	HOFFM005 Hoffman & Hoffman, Inc.	8,297.00		8
28235	11/13/14	ICMAM005 Icm Membership Renewals	713.26		8
28236	11/13/14	IMPAC005 Impact Plastics	777.60		8
28237	11/13/14	INDE0015 Independence Tire Co	0.00	11/13/14 VOID	0
28238	11/13/14	INDE0015 Independence Tire Co	453.75		8
28239	11/13/14	INDE0020 Independence Vol Fire Dept	100.00		8
28240	11/13/14	IWORQ005 Iworq Systems	750.00		8
28241	11/13/14	JAMES015 JAMES EDWARD HOLDAWAY	40.00		8
28242	11/13/14	JOSHU005 Joshua W. Hash	40.00		8
28243	11/13/14	JUSTI005 Justin Dixon	40.00		8
28244	11/13/14	KELLY010 Kelly Haga	118.28		8
28245	11/13/14	KENNE010 KENNETH AUSTIN	40.00		8
28246	11/13/14	KRAIG005 Kraig C. Leagan	80.00		8
28247	11/13/14	KWIKK005 Kwik Kafe Co, Inc.	29.00		8
28248	11/13/14	LEONA005 Leonard'S Copy Systems, Inc	465.68		8

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
100	GENERAL	Continued			
28249	11/13/14	LINEB005 Lineberry's Garage & Wrecker	1,193.50		8
28250	11/13/14	LINEB010 LINEBACK LEDFORD ELECTRIC INC	196.00		8
28251	11/13/14	LINGO005 Lingo Networks	62.95		8
28252	11/13/14	LOGAN005 LOGAN SIKES	40.00		8
28253	11/13/14	LOWES005 Lowe's Home Centers	629.88		8
28254	11/13/14	LOWES005 Lowe's Home Centers	629.88		8
28255	11/13/14	LOWES005 Lowe's Home Centers	629.23		8
28256	11/13/14	LUKEB005 LUKE BOURNE	80.00		8
28257	11/13/14	MANSF005 Mansfield Oil Company	10,290.18		8
28258	11/13/14	MATTH005 Matthew Bender & Co, Inc	182.11		8
28259	11/13/14	MERCE005 Mercer Day Report Center	50.00		8
28260	11/13/14	MERRI005 Merritt Supply, Inc	3.33		8
28261	11/13/14	MIRAC005 Miracle Recreation Equipment	4,034.00		8
28262	11/13/14	MODE0010 Modern Impressions	256.00		8
28263	11/13/14	MODER005 Modern Impressions	123.31		8
28264	11/13/14	MTR00030 Mt Rogers Community Improvemen	150.00		8
28265	11/13/14	MTR0G005 Mt Rogers Community Service Bd	12,750.00		8
28266	11/13/14	MWPRI005 M&W Printers, Inc.	577.39		8
28267	11/13/14	NATIO045 National Union Fire Insurance	2,485.00		8
28268	11/13/14	NEWR0030 New River Valley Reg Jail	155,263.85		8
28269	11/13/14	OAKHI005 Oak Hill Academy	90.00		8
28270	11/13/14	PAPER005 Paper Clip	0.00	11/13/14 VOID	0
28271	11/13/14	PAPER005 Paper Clip	0.00	11/13/14 VOID	0
28272	11/13/14	PAPER005 Paper Clip	3,385.45		8
28273	11/13/14	PEACE005 Peace Of Mind Counseling	480.00		8
28274	11/13/14	PIED0010 Piedmont Truck Center, Inc	609.98		8
28275	11/13/14	PIONE005 Pioneer Manufacturing Co	19.00		8
28276	11/13/14	PITNE005 Pitney Bowes	252.62		8
28277	11/13/14	PLUMB005 Plumbmaster, Inc	236.49		8
28278	11/13/14	PRIN0015 Printelect	132.95		8
28279	11/13/14	QUAL0015 Quality Auto Parts	0.00	11/13/14 VOID	0
28280	11/13/14	QUAL0015 Quality Auto Parts	593.94		8
28281	11/13/14	RICKY005 Ricky Edwards	1,110.50		8
28282	11/13/14	RIDAB005 Rid-A-Bug Exterminating Co	55.00		8
28283	11/13/14	RONAL005 Ronald Cox	150.00		8
28284	11/13/14	SAFLA005 SaFlab	55.50		8
28285	11/13/14	SANDS005 Sands Anderson Pc	3,239.05		8
28286	11/13/14	SANIC005 Sanico	384.00		8
28287	11/13/14	SARAH005 SARAH C OSBORNE	52.05		8
28288	11/13/14	SCOT0015 Scott's Rent-All Llc	165.00		8
28289	11/13/14	SNAP0005 Snap-On - Matthew Turman	73.16		8
28290	11/13/14	SOUT0020 Southern Police Equipment	2,390.00		8
28291	11/13/14	SOUT0030 Southern States	548.80		8
28292	11/13/14	SOUT0055 Southwest Va Ems Council, Inc	2,100.00		8
28293	11/13/14	SPORT005 Sport Supply Group, Inc	89.94		8
28294	11/13/14	STATE005 State Electric Supply Co	162.49		8
28295	11/13/14	SUNBE005 Sunbelt Laboratories Ltd	478.80		8
28296	11/13/14	SUNT0010 Suntrust Bank	0.00	11/13/14 VOID	0
28297	11/13/14	SUNT0010 Suntrust Bank	0.00	11/13/14 VOID	0
28298	11/13/14	SUNT0010 Suntrust Bank	6,100.55		8
28299	11/13/14	SUSA0020 Susan Hodges	493.92		8
28300	11/13/14	SWREG005 Sw Reg Enterprise Center	10,000.00		8

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
100GENERAL		Continued			
28301	11/13/14	THEDE005 The Declaration	105.40		8
28302	11/13/14	THEGU005 The Gun Shop	1,641.01		8
28303	11/13/14	TOWN0010 Town Of Independence	3,708.58		8
28304	11/13/14	TOWN0020 Town Of Troutdale - Water	280.00		8
28305	11/13/14	TRANS005 Transcourse	130.82		8
28306	11/13/14	TREAS005 Treasurer Of Va - Dept Gen Ser	276.00		8
28307	11/13/14	TROUT005 Troutdale Vol Fire & Rescue	50.00		8
28308	11/13/14	TRUC0010 Truck Service Enterprise, Inc	3,068.94		8
28309	11/13/14	TWIN0015 Twin County E-911 Reg. Comm.	3,052.96		8
28310	11/13/14	UNIFI005 Unifirst Corporation	193.33		8
28311	11/13/14	USCEL005 Us Cellular	2,927.14		8
28312	11/13/14	VAEMP005 Va Employment Commission	3,911.26		8
28313	11/13/14	VAINF005 Va Information Tech Assoc	144.07		8
28314	11/13/14	VERIZ005 Verizon Wireless	320.08		8
28315	11/13/14	VIRG0045 Virginia State Police	338.51		8
28316	11/13/14	VOTER005 Voter Registrar'S Assoc Of Va	175.00		8
28317	11/13/14	WELDB005 Weld Built Fabrication, Inc	1,241.71		8
28318	11/13/14	WILLI005 William Joe Cox	120.00		8
28319	11/13/14	WILLI010 WILLIE J WILSON	40.00		8
28320	11/13/14	WINAN005 Winans Tech	110.00		8
28321	11/13/14	XEROX005 Xerox Corporation	920.53		8
28322	11/13/14	ABPRI005 A & B Printing	178.00		9
28323	11/13/14	APPAL005 Appalachian Power	150.00		9
28324	11/13/14	BANKO005 Bank Of Marion - Visa	1,654.90		9
28325	11/13/14	BRIST005 Bristol Office Supply, Inc	68.03		9
28326	11/13/14	CENT0010 Century Link	51.94		9
28327	11/13/14	COMM0010 Commission On Va Alcohol Safet	928.27		9
28328	11/13/14	GARYU005 Gary Umberger	65.25		9
28329	11/13/14	GRAY0105 Grayson Co Treasurer's Office	562.13		9
28330	11/13/14	JAMES005 James Bruce	76.27		9
28331	11/13/14	JLREE005 J.L. Reedy	213.15		9
28332	11/13/14	MANSF005 Mansfield Oil Company	9,410.53		9
28333	11/13/14	MARIA005 Marian Combs	149.64		9
28334	11/13/14	RALPH005 Ralph Price	1,800.00		9
28335	11/13/14	RAYME005 Ray Melton	95.95		9
28336	11/13/14	TOWN0015 Town Of Marion	50.04		9
28337	11/13/14	WYTH0015 Wytheville Office Supply	205.54		9

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	181	9	633,950.11	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	181	9	633,950.11	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	181	9	633,950.11	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	181	9	633,950.11	0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
General Fund	5-100	468,594.89	0.00	42,056.05	510,650.94
Water - Fairview/Oldtown	5-501	96,398.29	0.00	73.96	96,472.25
Water - grant	5-502	393.84	0.00	0.00	393.84
Year Total:		565,387.02	0.00	42,130.01	607,517.03
	X-207	182.11	0.00	0.00	182.11
	X-225	415.84	0.00	0.00	415.84
	X-252	5,946.57	0.00	0.00	5,946.57
	X-714	6,249.11	0.00	0.00	6,249.11
	X-724	2,976.55	0.00	0.00	2,976.55
	X-735	172.97	0.00	0.00	172.97
	X-763	10,489.93	0.00	0.00	10,489.93
Year Total:		26,433.08	0.00	0.00	26,433.08
Total of All Funds:		591,820.10	0.00	42,130.01	633,950.11

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
General Fund	100	468,594.89	0.00	42,056.05	510,650.94
	207	182.11	0.00	0.00	182.11
	225	415.84	0.00	0.00	415.84
	252	5,946.57	0.00	0.00	5,946.57
Water - Fairview/Oldtown	501	96,398.29	0.00	73.96	96,472.25
Water - grant	502	393.84	0.00	0.00	393.84
	714	6,249.11	0.00	0.00	6,249.11
	724	2,976.55	0.00	0.00	2,976.55
	735	172.97	0.00	0.00	172.97
	763	10,489.93	0.00	0.00	10,489.93
Total of All Funds:		591,820.10	0.00	42,130.01	633,950.11

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
General Fund	5-100	468,594.89	0.00	0.00	0.00	468,594.89
Water - Fairview/oldtown	5-501	96,398.29	0.00	0.00	0.00	96,398.29
Water - grant	5-502	<u>393.84</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>393.84</u>
Year Total:		565,387.02	0.00	0.00	0.00	565,387.02
	X-207	182.11	0.00	0.00	0.00	182.11
	X-225	415.84	0.00	0.00	0.00	415.84
	X-252	5,946.57	0.00	0.00	0.00	5,946.57
	X-714	6,249.11	0.00	0.00	0.00	6,249.11
	X-724	2,976.55	0.00	0.00	0.00	2,976.55
	X-735	172.97	0.00	0.00	0.00	172.97
	X-763	<u>10,489.93</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,489.93</u>
Year Total:		26,433.08	0.00	0.00	0.00	26,433.08
Total of All Funds:		<u>591,820.10</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>591,820.10</u>

Grayson County Board of Supervisors
Regular Meeting
November 13, 2014

Members attending were: Brenda Sutherland, Glen E. Rosenbaum and Kenneth R. Belton. John K. Brewer and David M. Sexton were absent.

IN RE: CONSENT AGENDA

Kenneth R. Belton made the motion to approve the agenda/consent agenda; duly seconded by Glen E. Rosenbaum. Motion carried 3-0.

IN RE: REPORTS, PRESENTATIONS OR REQUESTS

None

IN RE: OLD BUSINESS

None

IN RE: NEW BUSINESS - BOARD APPOINTMENTS

MT. ROGERS ASAP – Bill Shaffner’s term will expire December 31, 2014; Jonathan D. Sweet recommended Renae Sadler, Grayson County Day Report Manager; Kenneth R. Belton made the motion to approve; duly seconded by Glen E. Rosenbaum. Motion carried 3-0.

CSA FAMILY MANAGEMENT POLICY TEAM-CPMT – Due to conflict with meetings, Trent Staton is no longer able to serve on this board. Kenneth R. Belton made the motion to appoint Beth Roper; duly seconded by Glen E. Rosenbaum. Motion carried 3-0.

CSA FAMILY MANAGEMENT POLICY TEAM-CPMT – Kenneth R. Belton made the motion to appoint Rob Hiatt/Director of 27th District Court Service Unit; duly seconded by Glen E. Rosenbaum. Motion carried 3-0.

IN RE: MOUNT ROGERS COMMUNITY SERVICES BOARD FY-15 PERFORMANCE CONTRACT

Jonathan D. Sweet covered the Performance Contract for Mt. Rogers Community Services Board FY-15 (listed below) required by the Code of Virginia. Kenneth R. Belton made the motion to approve and authorize the County Administrator to sign; duly seconded by Glen E. Rosenbaum. Motion carried 3-0.

FY 2015 and FY 2016 Community Services Performance Contract Revision No. 1

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FY 2015 and FY 2016 Community Services Performance Contract Revision No. I

I. Contract Purpose

- a. Title 37.2 of the Code of Virginia 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, developmental, and substance abuse services and supports and authorizes the Department to fund those services.
- b. Sections 37.2-500 through 37.2-512 of the Code of Virginia require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance abuse 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. In this contract, the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in section 11 will be referred to as the CSB. Section 37.2-500 or 37.2-601 of the Code of Virginia requires the CSB to function as the single point of entry into publicly funded mental health, developmental, and substance abuse 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 abuse services.
- c. Sections 37.2-508 and 37.2-608 of the Code of Virginia 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 performance contract to the Department.

- d. The CSB Administrative Requirements document is incorporated into and made a part of this contract by reference and includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. If there is a conflict between provisions in the CSB Administrative Requirements document and in this contract, the language in this contract shall prevail. The CSB Administrative Requirements document is available at www.dbhds.virginia.gov/OCC-default.htm.
- e. The Department and the CSB 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. The CSB and the Department agree as follows.

2. Relationship: The Department functions as the state authority for the public mental health, developmental, and substance abuse services system, and the CSB functions as the local authority for that system. The relationship between and the roles and responsibilities of the Department and the CSB are described in the Partnership Agreement between the parties, which is incorporated into and made a part of this contract by reference. The Agreement is available at www.dbhds.virginia.gov/OCC-default.htm. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.

3. Contract Term: This contract shall be in effect for a term of two years, commencing on July 1, 2014 and ending on June 30, 2016, if by mutual agreement of both parties pursuant to the provisions of § 37.2-508 of the Code of Virginia it is renewed for an additional fiscal year with the insertion of revised Exhibits A, E, F, G, and H for FY 2016.

4. Scope of Services

- a. **Services:** Exhibit A of this contract includes all mental health, developmental, and substance abuse services provided or contracted by the CSB that are supported by the resources described in section 5 of this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy, which is incorporated into and made a part of this contract by reference. It is available at www.dbhds.virginia.gov/OCC-default.htm.

The CSB shall notify the Department before it begins providing a new category or subcategory or stops providing an existing category or subcategory of core 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 Community Contracting (OCC) in the Department 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 program shall not increase or decrease the licensed number of beds in the program or close the program temporarily or permanently without informing the Office of Licensing and the OCC and receiving the Department's approval prior to implementing the change. A residential crisis stabilization program 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. The CSB shall attach a copy of the criteria to the contract for the Department's review and approval.

- b. **Expenses for Services:** The CSB shall provide those services funded within the funds and for the expenses 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 abuse 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.

- c. **Continuity of Care:** The CSB shall follow the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements. The CSB shall comply with regional emergency services protocols.
- 1.) **Coordination of Intellectual Disability Waiver Services:** The CSB shall provide case management services to all individuals who are receiving services under the Medicaid Intellectual Disability Home and Community-Based Waiver (ID Waiver). In its capacity as the case manager for these individuals and in order to receive payment for services from the Department of Medical Assistance Services (DMAS), the CSB shall develop individual service authorization requests (ISARs) for Waiver services and submit them to the Department for preauthorization, pursuant to the current DMAS/Department Interagency Agreement, under which the Department preauthorizes ISARs as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving ID Waiver services, the CSB shall coordinate and monitor the delivery of all services to individuals it serves, including monitoring the receipt of services in an individual's ISAR that are delivered by independent providers who are reimbursed directly by the DMAS, to the extent that the CSB is not prohibited from doing so by such providers (refer to the DMAS *Intellectual Disability Community Services Manual*). The CSB may raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority, such as the Department, DMAS, or Virginia Department of Social Services.
- In fulfilling this service coordination responsibility, the CSB shall not restrict or seek to influence an individual's choice among qualified service providers. This prohibition is not intended to restrict the ability of CSB case managers to make recommendations based on their professional judgment to individuals regarding those available service options that best meet the terms of the individuals' ISPs and allow for the most effective coordination of services. This section does not, nor shall it be construed to, make the CSB legally liable for the actions of independent providers of ID Waiver services.
- 2.) **Linkages with Health Care:** When it arranges for the care and treatment of individuals in hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, the CSB shall assure its staff's cooperation with those hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, especially emergency rooms and emergency room physicians, in order to promote continuity of care for those individuals. Pursuant to subdivision A.4 of § 37.2-505, the CSB shall provide information about its substance abuse services for minors to all hospitals in its service area that are licensed pursuant to Article 1 of Chapter 5 of Title 32.1 using a template provided by the Department.
- 3.) **Medical Screening and Medical Assessment:** When it arranges for the treatment of individuals in state hospitals or local inpatient psychiatric facilities or psychiatric units of hospitals, the CSB shall assure that its staff follows the *Medical Screening and Medical Assessment Guidance*, Second Edition, effective on April 1, 2014. The CSB 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.
- 4.) **Coordination with Local Psychiatric Hospitals:** When the CSB performed the preadmission screening and when referral to the CSB is likely upon the discharge of an individual admitted involuntarily, the CSB shall coordinate or, if it pays for the service, approve an individual's admission to and continued stay in a psychiatric unit or hospital and collaborate with that unit or hospital to assure appropriate treatment and discharge planning to the least restrictive setting and to avoid the use of these facilities when the service is no longer needed.
- 5.) **Targeted Case Management Services:** In accordance with the Community Mental Health Rehabilitative Services manual and the ID Community Services manual issued by the DMAS, the CSB shall be the only provider of rehabilitative mental health case management and targeted ID case management services.
- 6.) **Access to Services:** The CSB shall not require an individual to receive case management services in order to receive other services that it provides, directly or contractually, unless it is permitted to do so by applicable regulations or the person is an adult with a serious mental illness, a child with or at risk of serious emotional

disturbance, or an individual with an intellectual disability or a substance use disorder, the person is receiving more than one other service from the CSB, or a licensed clinician employed or contracted by the CSB determines that case management services are clinically necessary for that individual. Federal Medicaid targeted case management regulations forbid using case management to restrict access to other services by Medicaid recipients or compelling Medicaid recipients to receive case management if they are receiving another service.

There are legitimate reasons for denying services to an individual, including lack of available capacity in a service, the service not being offered by the CSB, the service not being clinically appropriate for the individual, or the individual not meeting the service's admission criteria. However, the CSB shall not establish or implement policies that deny or limit access to services funded in part by state or local matching funds or federal block grant funds only because an individual: a.) is not able to pay for services, b.) is not enrolled in Medicaid, or c.) is involved in the criminal justice system.

- 7.) **PACT Criteria:** If the CSB receives state or federal funds for a Program of Assertive Community Treatment (PACT), it shall:
 - a.) Prioritize providing services to individuals with serious mental illnesses who are frequent recipients of inpatient services or are homeless;
 - b.) Achieve and maintain a caseload of 80 individuals receiving services after two years from the date of initial funding by the Department; and
 - c.) Participate in technical assistance recommended by the Department.
 - 8.) **Virginia Psychiatric Bed Registry:** The CSB shall participate in and utilize the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code of Virginia to access local or state hospital psychiatric beds or residential crisis stabilization beds to comply with requirements in § 37.2-809 of the Code that govern the temporary detention process. If the CSB operates residential crisis stabilization services, it shall provide information about bed availability to the registry in real time.
 - 9.) **Preadmission Screening:** 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 of Virginia and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB's service area and may need admission for involuntary psychiatric treatment. The CSB shall ensure that persons it designates as preadmission screening evaluators meet the qualifications established by the Department and have received required training provided by the Department.
 - 10.) **Discharge Planning:** The CSB shall provide discharge planning pursuant to § 37.2-505 or § 37.2-606 of the Code of Virginia and in accordance with State Board Policies 1035 and 1036, the Continuity of Care Procedures, and the current *Discharge Protocols for Community Services Boards and State Hospitals* and the *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities* issued by the Department that are incorporated into and made a part of this contract by reference. The protocols are available on the Department's web site. The CSB shall monitor the state hospital extraordinary barriers to discharge list and strive to achieve community placements for individuals on the list for whom it is the case management CSB as soon as possible.
 - 11.) **Developmental Disabilities Information and Referral:** The CSB shall provide consistent, reliable, timely, and accurate information to the extent that it is available to the CSB about and referral to the full range of available and appropriate services and supports for individuals with developmental disabilities other than intellectual disability and their family members who are seeking services and supports.
- d. **Populations Served:** The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, and individuals with intellectual disability or substance use disorder to the greatest extent possible within the resources available to it for this purpose. These populations are defined in the current Core Services Taxonomy.

e. Department of Justice Settlement Agreement Requirements: The CSB 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 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]. Sections identified in text or brackets refer to sections in the Agreement. Requirements apply to the target population in section III.B: individuals with intellectual or developmental disabilities who currently (i) reside in training centers, (ii) meet criteria for the ID or DD Waiver waiting list, (iii) reside in a nursing home or an ICF, or (iv) receive Medicaid Home and Community-Based ID or DD Waiver services.

- 1.) 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 who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].
- 2.) For individuals receiving case management services pursuant to the Agreement, the individual's case manager 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]. At these face-to-face meetings, the case manager 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 support plan 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. 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 shall document the issue, convene the individual's service planning team to address it, and document its resolution.
- 3.) Using a process developed jointly by the Department and VACSB Data Management Committee, within 12 months of the effective date of the Agreement, the CSB shall report the number, type, and frequency of case manager contacts with individuals receiving case management services [section V.F.4, p. 27].
- 4.) Within 24 months, the CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's face-to-face visits and observations and assessments [section V.F.5, p 27].
- 5.) Within 12 months of the effective date of the Agreement, the individual's case manager shall meet with the individual face-to-face at least every 30 days, and at least one such visit every two months must be in the individual's place of residence, for any individuals who [section V.F.3, pages 26 and 27]:
 - a.) Receive services from providers having conditional or provisional licenses;
 - b.) Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals¹;
 - 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 available at <http://www.dbhds.virginia.gov/settlement/Guidance%20Enhanced%20Case%20Management%20Criteria%2004252014.pdf> for additional information.
- 6.) Case managers shall give individuals a choice of service providers from which the individual may receive approved Waiver services and shall present practicable options of service providers based on the preferences of the individual, including both CSB and non-CSB providers [section III.C.5.c, p. 8].

- 7.) Case managers shall offer education about less restrictive community options at least annually to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [sec. III.D.7, p. 14].
- 8.) 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 and assist callers in identifying and connecting with local services, and, where necessary, to dispatch at least one mobile crisis team member adequately trained to address the crisis [section III.C.6.b.i.A, p. 9]. This requirement shall be met through the regional REACH program that is staffed 24 hours per day and seven days per week by qualified persons able to assess and assist individuals and their families during crisis situations and has mobile crisis teams to address crisis situations and offer services and support on site to individuals and their families within one hour in urban areas and two hours in rural areas as measured by the average annual response time [section III.C.6.b.ii, pages 9 and 10]. Emergency services staff shall receive consistent training from the Department on the REACH crisis response system.
- 9.) 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 and support coordinators to individuals receiving day support or employment services.
- 10.) CSB case managers shall liaison with the Department's regional Community Resource Consultants in their regions [section III.E.1, p. 14].
- 11.) Case managers shall participate in discharge planning with individuals' personal support teams (PSTs) for individuals in training centers for whom the CSB is the case management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code of Virginia that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].
- 12.) In developing discharge plans, CSB case managers, in collaboration with PSTs, shall provide to individuals and, where applicable, their authorized representatives, specific options for types of community placements, services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].
- 13.) CSB case managers and PSTs shall coordinate with specific types of community providers identified in discharge plans as providing appropriate community-based services for individuals to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community placements (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].
- 14.) CSB case managers and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 13 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17].
- 15.) Case managers 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].
- 16.) 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].
- 17.) If it provides day support or residential services to individuals in the target population, the CSB shall implement risk management 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].
- 18.) Using the protocol and 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 of Virginia, serious injuries as defined in 12 VAC 35-115-30, or deaths to the Department [section V.C.2, p. 22].

- 19.) 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, | e.) choice and self-determination, |
| b.) physical, mental, and behavioral health and well being, | f.) community inclusion, |
| c.) avoiding crises, | g.) access to services, |
| d.) stability, | h.) provider capacity |
- [section V.D.3, pgs. 24 & 25].
- 20.) 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].
- 21.) Provide access to and assist the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services being provided to individuals receiving services under the Agreement [section VI.H, p. 30 and 31].
- 22.) Participate with the Department and its third party vendor in the implementation of Quality Service Reviews by reviewing, correcting, and providing individual and authorized representative contact information and background information to the vendor for the sample of individuals receiving ID or day support (DS) waiver services under the Agreement selected to participate in the annual National Core Indicators (NCI) individual survey; providing information needed by the vendor to send annual NCI family surveys to families of individuals receiving services under the Agreement; and completing the web-based annual NCI provider survey [section V.I, p. 28].

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 at the sole discretion of the CSB [section VI.G, p. 31].

- f. Emergency Services Availability:** The CSB shall operate an emergency services telephone line that is available to the public 24 hours per day and seven days per week throughout its service area. The line shall provide immediate access to a qualified emergency services staff member directly or through a roll over to qualified on-call staff. The phone number shall be widely disseminated throughout the service area, including local telephone books, appropriate local government and public service web sites, and the CSB's web site. Referring callers to 911, an answering service with no immediate transfer to CSB on-call staff, or the local sheriff's phone number does not comply with this requirement.

g. Emergency Evaluations

- 1.) The purpose of emergency evaluations is to determine whether the person meets the criteria for temporary detention pursuant to § 37.2-809 of the Code of Virginia and to assess the need for hospitalization or treatment. The evaluations shall be performed by certified preadmission screening evaluators. Emergency evaluations are highly variable and individualized crisis assessments with clinical requirements that will vary based on the nature of the clinical presentation. However, the CSB shall ensure that all emergency evaluations conducted by its staff include at a minimum:
- A review of past clinical and treatment information if available;
 - Pertinent information from the clinical interview and collateral contacts or documentation of why this information was unavailable at the time of the evaluation;
 - A documented risk assessment that includes an evaluation of the likelihood that, as a result of mental illness, the person will, in the near future, cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any;
 - Thorough and detailed documentation of the clinical disposition and the rationale for it;
 - Documentation of all hospitals contacted, including state hospitals; and
 - Documentation of contact with the staff's supervisor and CSB leadership about the evaluation when necessary and documentation of mandatory notification of CSB and Department leadership within 60 minutes of an ECO expiring without locating an appropriate bed.

- 2.) If the CSB uses an emergency evaluation as the preadmission screening report that is required by § 37.2-816 of the Code of Virginia, the emergency evaluation also shall comply with requirements in that section; it shall state:
 - a.) whether the person has a mental illness, and whether there exists a substantial likelihood that, as a result of mental illness, the person will, in the near future,
 - (i) cause serious physical harm to himself or others as evidenced by recent behavior causing, attempting, or threatening harm and other relevant information, if any, or
 - (ii) suffer serious harm due to his lack of capacity to protect himself from harm or provide for his basic human needs;
 - b.) whether the person is in need of involuntary inpatient treatment;
 - c.) whether there is no less restrictive alternative to inpatient treatment; and
 - d.) the recommendations for that person's placement, care, and treatment including, where appropriate, recommendations for mandatory outpatient treatment.

5. Resources: Exhibit A of this contract includes the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB; balances of unexpended or unencumbered state and federal funds retained by the CSB and used in this contract to support services; local matching funds required by § 37.2-509 or § 37.2-611 of the Code of Virginia to receive allocations of state funds; Medicaid Clinic, Targeted Case Management, Rehabilitative Services, Habilitation Services, and Intellectual Disability Home and Community-Based Waiver payments and any other fees, as required by § 37.2-504 or § 37.2-605 of the Code of Virginia; and any other funds associated with or generated by the services shown in Exhibit A. 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.

- a. **Allocations of State General and Federal Funds:** The Department shall inform the CSB of its state and federal fund allocations in a letter of notification. The Department may adjust allocation amounts during the term of this contract. 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 Community Consumer Submission (CCS) or Community Automated Reporting System (CARS) reports. These reductions shall not be subject to provisions in sections 9.c or 9.f of this contract. The Commissioner or his designee shall communicate all adjustments to the CSB in writing. 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.
- b. **Disbursement of State or Federal Funds:** Continued disbursement of semi-monthly payments of restricted or earmarked state or federal funds by the Department to the CSB may be contingent on documentation in the CSB's CCS and CARS reports that it is providing the services supported by these funds.
- c. **Conditions on the Use of Resources:** 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 the 10 percent local matching funds that are required to obtain the CSB's state fund allocations.

6. CSB Responsibilities

- a. **State Hospital Bed Utilization:** In accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall develop jointly with the Department and with input from private providers involved with the public mental health, developmental, and substance abuse services system mechanisms, such as the Discharge Protocols, Extraordinary Barriers to Discharge lists, and regional utilization management procedures and practices, and employ these mechanisms collaboratively with state hospitals that serve it to manage the utilization of state hospital beds. Utilization will be measured by bed days received by individuals for whom the CSB is the case management CSB.

The CSB shall implement procedures or utilize existing local or regional protocols to ensure appropriate management of each admission to a state hospital under a civil temporary detention order recommended by the CSB's preadmission screening evaluators to identify the cause of the admission and the actions the CSB may take in the future to identify

alternative facilities. The CSB shall provide copies of the procedures and analyses to the Department upon request.

b. 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 and updated at least every four years. 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.

The CSB shall implement, in collaboration with other CSBs in its region, the state hospitals and training centers serving its region, and private providers involved with the public mental health, developmental, and substance abuse services system, regional utilization management procedures and practices that reflect the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference and is available at www.dbhds.virginia.gov/OCC-default.htm.

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 when they are reported to the Department. The CSB shall provide a copy of its procedures to the Department upon request.

4.) Emergency Services: The CSB shall ensure that its clinical emergency services, other than preadmission screening evaluations, are provided only by licensed mental health professionals (psychologists, social workers, or professional counselors), certified preadmission screening evaluators, or residents or supervisees registered with the Board of Health Professions. This requirement does not preclude peers from participating as part of a team delivering emergency services. Preadmission screening evaluations can only be provided by CSB staff that meet requirements in section 4.c.9.) of this contract.

5.) Individual Outcome and CSB Provider Performance Measures

a.) Measures: Pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall report the 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 of Virginia, the CSB shall participate in the Annual Survey of Individuals Receiving MH and SA Outpatient Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the ID Family Survey (done at the time of the individual's annual planning meeting).

d.) Strategic Prevention Framework (SPF): The CSB shall utilize the evidenced-based SPF planning model to develop a logic model and comprehensive prevention plan in partnership with the community coalition in its service area. The SPF model includes: utilizing community, regional, and state data for needs assessment; building capacity to successfully implement prevention services; developing a logic model and strategic plan with measurable goals, objectives, and strategies; identifying and implementing evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluation for program management and decision making enabling the ability to reach outcomes; planning for sustainability of prevention outcomes; and utilizing cultural competence throughout all aspects of the SPF process.

e.) Logic Model and Comprehensive Prevention Services Delivery Plan: The logic model and comprehensive prevention services delivery plan shall identify individual level (i.e., youth, families, and parents), population level (i.e., community), and environmental approaches. The CSB shall utilize the Institute of Medicine model to identify target populations based on levels of risk - universal, selective, and indicated. Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use. The CSB shall utilize the six CSAP evidenced-based strategies: information dissemination, education and skill building, alternatives, problem I.D. and referral, community based process, and environmental approaches. CSBs shall utilize evidenced-based programs, practices, and strategies. Seventy- five percent of education programs administered shall be included in a federal list or registry of evidence-based interventions. A minimum of 15 percent of prevention services shall be environmental strategies.

f.) Prevention Services Participants and Program Evaluations: The CSB shall evaluate a minimum of 20 percent of participants in evidence-based prevention programs using program-specific instruments, which are evaluation instruments and processes developed by the program developer for that program. The CSB shall conduct program-specific evaluations of all federal Substance Abuse Prevention and Treatment grant-supported prevention programs as agreed in the grant contract with the Department. The CSB shall use community-level abstinence data from regional community youth survey data for alcohol, tobacco, and other drug use, perceptions of harm and disapproval, and other indicator data, including archival data listed in the National Outcome Measures, for outcome evaluation of environmental strategies and community-based processes.

g.) Merchant Education: In July 1992, Congress enacted P.L. 102-321 section 1926, the Synar Amendment, to decrease youth access to tobacco. To stay in compliance with the SAPT Block grant, states must meet and sustain the merchant Retail Violation Rate (RVR) under 20 percent or face penalties to the entire SAPT block grant. 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 should conduct a minimum of 15 Merchant Education activities and document each activity in KIT Solutions as an environmental strategy and identify it as a Synar activity. Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as Synar activities.

- h.) Recovery Orientation:** The CSB shall implement a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement and shall administer the Recovery Oriented Systems Indicators (ROSI) Consumer Survey (42 items) with a statistically valid sample of five percent or a minimum of 70, whichever is larger, of individuals with serious mental illness receiving mental health services from the CSB and the ROSI Provider Survey (23 item Administrative Profile) biennially and report on its recovery orientation to the Department by the last business day of March in odd-numbered years.
- 6.) Case Management Services Training:** The CSB shall ensure that all direct and contract staff that provides case management services have completed the case management curriculum developed by the Department within 60 days of its availability on the internet for current staff and thereafter within 30 days of employment for new staff.
- 7.) Developmental Case Management Services Organization:** The CSB shall structure its developmental case management services to be organizationally distinct and separate from services that it provides to ensure the independence of services from case management and avoid perceptions of undue case management influence on service choices by individuals.
- 8.) 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 of Virginia or with a valid authorization by the individual receiving services or his authorized representative that complies with the Human Rights Regulations and the 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.

- 9.) Response to Complaints:** Pursuant to § 37.2-504 or § 37.2-605 of the Code of Virginia, 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 and provide copies to all individuals when they are admitted for services and provide a copy to the Department upon request.
- 10.) 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.

c. Reporting Requirements

- 1.) CSB Responsibilities:** For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1037 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 of Virginia, 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 of Virginia, and as defined in the current CCS Extract Specifications and Design Specifications, including the current Business Rules, that are available on the Department's web site at www.dbhds.virginia.gov/OCC-default.htm and are incorporated into and made a part of this contract by reference;
 - b.) follow the current Core Services Taxonomy and CCS Extract Specifications and Design Specifications, including the current Business Rules, 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 3 releases and participate in the user acceptance testing process when requested to do so by the Department;
 - e.) report KIT Prevention System or any subsequent system contracted by the Department data on all substance abuse prevention services provided by the CSB, including services that are supported wholly or in part by the Substance Abuse Prevention and Treatment (SAPT) Block Grant allocation for prevention services, LINK prevention, and substance abuse prevention services funded by other grants and reported under substance abuse in the CARS, and enter KIT Prevention System or any subsequent system contracted by the Department data by June 15 on goals, objectives, and linked programs, strategies, and practices approved by the community prevention planning coalition;

- 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 of Virginia 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 through the Virginia Association of Community Services Boards Data Management Committee on the regional REACH program if the CSB is the fiscal agent for this program.
- 2.) 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 quarterly through the CARS, and state and federal block grant funds expended by core service with the fourth quarter 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.) community waiting list information for the Comprehensive State Plan that is required by § 37.2-315 of the Code of Virginia, as permitted under § 32.1-127.1:03 (D) (6) of the Code of Virginia and 45 CFR § 164.512 (d) and (k) (6) (ii) (when required);
 - d.) State Facility Discharge Waiting List Data Base reports using ACCESS software supplied by the Department;
 - e.) Federal Balance Report (October 15);
 - f.) PATH reports (mid-year and at the end of the fiscal year); and
 - g.) other reporting requirements in the current CCS Extract or Design Specifications.
- 3.) Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the CSB shall work with the Department through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department 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, the current CCS, and the TEDS and other federal reporting requirements.
- 4.) 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.
- 5.) Streamlining Reporting Requirements:** The CSB shall work with the Department through the DMC to review existing reporting requirements including the current CCS 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; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

- d. 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.
- e. Compliance Requirements:** The CSB shall comply with all applicable federal, state, and local laws and regulations, including those contained or referenced in the CSB Administrative Requirements and Exhibits F and J of this contract, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. 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.

The CSB shall comply with the Health Insurance Portability and Accountability Act of 1996 (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. The CSB shall ensure sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with the Department, its state hospitals and training centers, other CSBs, other providers, or persons meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department. The Department will accept 256 bit encryption methods that are FIPS 140-2 compliant.

The CSB shall follow the procedures and satisfy the requirements in the Performance Contract Process and the Administrative Performance Standards in Exhibits E and I of this contract. The CSB shall document compliance with § 37.2-501 or § 37.2-602 of the Code of Virginia in Exhibit H of this contract.

- f. 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 Appendices E and F of the Core Services Taxonomy. The CSB agrees to participate in any utilization review or management activities conducted by the Department involving services provided through a regional program. Protected health information, personally identifiable information, or other information may be disclosed as permitted under 45 CFR §§ 164.506 (e) (1) and (3) and 164.512 (k) (6) (ii) of the HIPAA regulations and under §32.1-127.1:03.D (6) of the Code.

g. Intensive Care Coordination for the Comprehensive Services Act

- 1.) As the single point of entry into publicly funded mental health, developmental, and substance abuse services pursuant to § 37.2-500 of the Code of Virginia and as the exclusive provider of Medicaid rehabilitative mental health and targeted ID case management services, the CSB is the most appropriate provider of intensive care coordination (ICC) services through the Comprehensive Services Act for At-Risk Youth and Families (CSA). The CSB and the local Community Policy and Management Team (CPMT) in its service area shall determine collaboratively the most appropriate and cost-effective provider of ICC services for children who are placed in or are at risk of being placed in residential care through the CSA program in accordance with guidelines developed by the State Executive Council and shall develop a local plan for ICC services that best meets the needs of those children and their families. If there is more than one CPMT in the CSB's service area, the CPMTs and the CSB may work together as a region to develop a plan for ICC services.
- 2.) If the CSB is identified as the provider of ICC services, it shall work in close collaboration with its CPMT(s) and Family Assessment and Planning Team(s) to implement ICC services, to assure adequate support for these services through local CSA funds, and to assure that all children receive appropriate assessment and care planning services. Examples of ICC activities include: efforts at diversion from more

restrictive levels of care, discharge planning to expedite return from residential or facility care, and community placement monitoring and care coordination work with family members and other significant stakeholders. If it contracts with another entity to provide ICC services, the CSB shall remain fully responsible for ICC services, including monitoring the services provided under the contract.

- h. Electronic Health Record:** The CSB shall implement and maintain an electronic health record 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.
- i. Reviews:** The CSB shall participate in the periodic, comprehensive administrative and programmatic 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.

7. Department Responsibilities

- a. Funding:** The Department shall disburse state funds displayed in Exhibit A prospectively on a semi-monthly basis to the CSB, subject to the CSB's compliance with the provisions of this contract. Payments may be revised to reflect funding adjustments. The Department shall disburse federal grant funds that it receives to the CSB in accordance with the requirements of the applicable federal grant and, wherever possible, prospectively on a semi-monthly basis. The Department shall make these payments in accordance with Exhibit E of this contract.
- b. State Facility Services**
 - 1.) Availability:** The Department shall make state facility services available, if appropriate, through its state hospitals and training centers when individuals located in the CSB's service area meet the admission criteria for these services.
 - 2.) Bed Utilization:** The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512 (k) (6) (ii). The Department shall post 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 on its web site.
 - 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 provisions of the Continuity of Care Procedures, attached to the CSB Administrative Requirements as Appendix A, and the current *Discharge Protocols for Community Services Boards and State Hospitals* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*. 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 *Medical Screening and Medical Assessment Guidance*, Second Edition, effective on April 1, 2014. 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.

- 6.) **Recovery Orientation:** The Department shall ensure that each state hospital implements a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement, and each state hospital shall report on its recovery orientation to the Department by the last business day of March in odd-numbered years.
- 7.) **Virginia Psychiatric Bed Registry:** The Department shall participate in the Virginia Psychiatric Bed Registry required by § 37.2-308.1 of the Code of Virginia and provide information about state hospital bed availability to the registry in real time.

c. Quality of Care

- 1.) **Measures:** The Department in collaboration with the VACSB Data Management and Quality Assurance Committees 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 of Virginia, 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.
- 2.) **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 post it on its web site. 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.
- 3.) **Utilization Management:** The Department shall work with the CSB, state hospitals and training centers serving it, and private providers involved with the public mental health, developmental, and substance abuse services system to implement regional utilization management procedures and practices reflected in the Regional Utilization Management Guidance document that is incorporated into and made a part of this contract by reference.
- 4.) **Recovery Orientation:** The Department shall implement a plan for assessing and increasing its recovery orientation over time in accordance with Section 5: Advancing the Vision of the Partnership Agreement and shall report on its recovery orientation on its web site by the last business day of March in odd-numbered years. It shall work with the CSB within the resources available to support the CSB's efforts to assess and increase its recovery orientation over time and review and provide feedback to the CSB on its efforts.
- 5.) **Continuity of Care:** In order to fulfill its responsibilities related to discharge planning, the Department shall comply with § 37.2-837 of the Code of Virginia, State Board Policy 1036, the current *Discharge Protocols for Community Services Boards and State Hospitals* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*, and the Continuity of Care Procedures, included in the CSB Administrative Requirements as Appendix A.
- 6.) **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*, monitor compliance with the human rights requirements in those regulations, and conduct reviews and investigations referenced in those regulations. The Department's human rights staff shall be available on a daily basis, including weekends and holidays, to receive reports of allegations of violations of the human rights of individuals receiving services from the CSB.
- 7.) **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.

d. Reporting Requirements

1.) Subsequent Reporting Requirements: In accordance with State Board Policy 1037, the Department shall work with CSBs through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current Community Consumer Submission (CCS), and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. 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, the current CCS, and the TEDS and other federal reporting requirements.

2.) Community Consumer Submission: The Department shall collaborate with CSBs through the DMC in the implementation and modification of the current CCS, which reports individual characteristic and service data that is required under § 37.2-508 or § 37.2-608 of the Code of Virginia, 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 and Design Specifications, including the current Business Rules. The Department will receive and use individual characteristic and service data disclosed by the CSB through the CCS 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 of Virginia and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code of Virginia and HIPAA. The Department shall follow the user acceptance testing process described in Appendix D of the CSB Administrative Requirements for new CCS 3 releases.

3.) 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.

4.) 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 Commissioner James Stewart on March 4, 2011.

5.) Streamlining Reporting Requirements: The Department shall work with CSBs through the DMC to review existing reporting requirements including the current CCS 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; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

e. Compliance Requirements: The Department shall comply with all applicable state and federal statutes and regulations, including those contained or referenced in the CSB Administrative Requirements, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page signed by both parties. 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.

The Department and its state hospitals and training centers shall comply with the Health Insurance Portability and Accountability Act of 1996 (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. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-protected health information, personally identifiable information, 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. The Department will use 256 bit encryption methods that are FIPS 140-2 compliant.

If the CSB's receipt of DAP or state facility reinvestment project funds causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the Code of Virginia, the Department shall grant an automatic waiver of that requirement, related to the DAP or state facility reinvestment project funds, as authorized by that Code section and State Board Policy 4010.

- f. Communication:** 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. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract. 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.
 - g. Regional Programs:** The Department may conduct utilization review or management activities involving services provided by the CSB through a regional program. If such activities involve the disclosure of protected health information, personally identifiable information, or other information, the information may be used and disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii)) of the HIPAA regulations and §32.1-127.1:03.D (6) of the Code of Virginia. If the CSB's participation in a regional program, as defined in the Regional Program Principles and the Regional Program Procedures in Appendices E and F of the current Core Services Taxonomy, causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the Code of Virginia, the Department shall grant an automatic waiver of that requirement, related to the funds for that regional program, as authorized by that Code section and State Board Policy 4010.
 - h. 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.
 - i. Electronic Health Record:** The Department shall implement and maintain an electronic health record 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.
 - j. Reviews:** The Department shall review and take appropriate action on audits submitted by the CSB in accordance with the provisions of this contract and the CSB Administrative Requirements. The Department shall conduct a periodic, comprehensive administrative and programmatic 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.
- 8. Subcontracting:** 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. 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 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.

- 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 3 data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS 3 submissions to the Department. 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. 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. 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.

9. Terms and Conditions

- a. **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.
- b. **Compliance:** 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 I of this contract, may be taken if the CSB fails to satisfy the reporting requirements in this contract.

c. 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 section 9.f, 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 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;
- 4.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract; or
- 5.) determination that an expenditure is not allowable under this contract.

d. Termination

- 1.) The Department may terminate this contract immediately, in whole or in part, 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.

- 2.) The CSB may terminate this contract immediately, in whole or in part, 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.
- 3.) In accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in section 9.e and after affording the CSB an adequate opportunity to use the dispute resolution process described in section 9.f of this contract. A written notice specifying the cause shall be delivered 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.

e. Remediation Process: The remediation process mentioned in § 37.2-508 or § 37.2-608 of the Code of Virginia is an informal procedure that shall be used by the Department and the CSB to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of the contract, in whole or in part, in accordance with the provisions of section 9.d of this contract. The details of this remediation process shall be developed by the parties and added as an exhibit of this contract. This exhibit shall describe the situation or condition and include the performance measures that shall document a satisfactory resolution of the situation or condition.

f. Dispute Resolution Process: Disputes arising from any of the conditions in section 9.c of this contract shall be resolved using the following process.

- 1.) Within 15 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 Director of Community Contracting, 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 Director of Community Contracting shall review the written notice and determine if the dispute falls within the conditions listed in section 9.c. If it does not, the Director of Community Contracting 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 section 9.c, the Director of Community Contracting 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. 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. 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. 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 Director of Community Contracting will 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 (1) fraudulent, arbitrary, or capricious; (2) so grossly erroneous as to imply bad faith; (3) 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 (4) 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 or suspend the contract in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.

g. Contract Amendment: This contract, including all exhibits and incorporated documents, constitutes the entire agreement between the Department and the CSB. The services identified in Exhibit A of this contract may be revised in accordance with the performance contract revision instructions contained in Exhibit E of this contract. Other provisions of this contract may be amended only by mutual agreement of the parties, in writing and signed by the parties hereto.

h. 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. These responsibilities may be discharged 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 such 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.

- i. **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 of Virginia 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.
- j. **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.

10. Performance Incentives

- a. **Excellent Performance:** The CSB agrees to work through the VACSB with the Department to develop a performance incentive mechanism during FY 2015 for implementation in FY 2016 to reward excellent CSB performance using a small amount of state funds from the grants to localities appropriation to make one-time awards to CSBs that exceed established criteria or goals. Examples of criteria or goals may include eliminating waiting lists for substance abuse outpatient services, producing the largest improvement on a performance measure, or achieving the highest percentage on an Exhibit B performance measure.
- b. **State Hospital TDO Bed Utilization:** The CSB agrees to work through the VACSB with the Department to analyze CSB TDO bed utilization and develop utilization baselines that will be modeled in FY 2015. The Department may establish and apply fiscal incentives and disincentives to outliers based on those baselines in FY 2016.

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

II. 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

Mount Rogers Community Services Board
CSB

By: Debra Ferguson
Name: Debra Ferguson, Ph.D.
Title: Commissioner
Date: 08-20-2014

By: Kenneth R. Belton
Name: Kenneth R. Belton
Title: CSB Chairperson
Date: August 25, 2014

By: Lisa Moore
Name: Lisa Moore
Title: CSB Executive Director
Date: August 25, 2014
26. 08-20-2014

IN RE: NUCKOLLS CURVE WATER PROJECT – CDBG REQUIRED DOCUMENTS

Jonathan D. Sweet briefly covered each document (listed below) for the Board of Supervisors for adoption. Kenneth R. Belton made the motion to approve all CDBG documents as presented and administration to sign; duly seconded by Glen E. Rosenbaum. Motion carried 3-0.

Fair Housing Certification

Compliance with Title VIII of the Civil Rights Act of 1968

Whereas, Grayson County has been offered and intends to accept federal funds authorized under the Housing and Community Development Act of 1974, as amended, and

Whereas, recipients of funding under the Act are required to take action to affirmatively further fair housing;

Therefore, Grayson County agrees to take at least one action to affirmatively further fair housing each grant year, during the life of its project funded with Community Development Block Grant funds. The action taken will be selected from a list provided by the Virginia Department of Housing and Community Development.

Signature of Authorized Official

Date

Grayson County Non-Discrimination Policy

Grayson County or any employee thereof will not discriminate against an employee or applicant for employment because of race, color, religion, national origin, sex, age, familial status, or handicap. Administrative personnel officials will take affirmative action to insure that the policy shall include, but not be limited to, to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection of training.

Duly adopted at the regular scheduled meeting of the Grayson County Board of Supervisors on _____, 2014.

Chairman

Clerk

Grayson County

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION PLAN

Grayson County will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income dwelling unit as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended. All replacement housing will be

provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County will make public and advise the state that it is undertaking such an activity and will submit to the state, in writing, information that identifies:

- (1) a description of the proposed assisted activity;
- (2) the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activity;
- (3) a time schedule for the commencement and completion of the demolition or conversion;
- (4) the general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
- (5) the source of funding and a time schedule for the provision of replacement dwelling units;
- (6) the basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy; and
- (7) information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low- and moderate-income households in the jurisdiction.

Grayson County will provide relocation assistance to each low/moderate-income household displaced by the demolition of housing or by the direct result of assisted activities. Such assistance shall be that provided under Section 104 (d) of the Housing and Community Development Act of 1974, as amended, or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The FY 2015/16 project includes the following activities:

Nuckolls Curve Water Project, through the use in whole or in part of Community Development Block Grant Funds.

Activities for the project include:

Installation of 3300LF of 8 inch water line, 3 fire hydrants and 30 service connections.

In all cases, an occupiable structure will be defined as a dwelling that meets local building codes or a dwelling that can be rehabilitated to meet code for \$25,000 or less.

County Administrator

Jonathan Sweet

Date

Adopted by Board of Supervisors

Grayson County
Local (Section3) Business and Employment Plan

1. Grayson County designates as its Section 3 Business and Employment Project Area the County of Grayson.
2. Grayson County, its contractors, and designated third parties shall in utilizing Community Development Block Grant (CDBG) funds utilize businesses and low-income residents of the Section 3 County in carrying out all activities, to the greatest extent feasible. The County may request all contractors and subcontractors both construction and non-construction to verify their eligibility as a Section 3 Business. The town will monitor for Section 3 compliance all contracts in excess of \$100,000 relative to new hires with a goal of 30% low-income representation and subcontracting with a goal of 10% low-income representation.
3. In awarding contracts for construction and non-construction Grayson County, its contractors, and designated third parties shall take the following steps to utilize businesses which are located in or owned in substantial part by persons residing in the Section 3 County:
 - a) The County has identified the following contracts as necessary to complete the CDBG activities.
Construction & Construction Administration
 - b) Grayson County shall identify through various and appropriate sources including:
The Galax Gazette and/or Independence Declaration the Section 3 Business concerns within the Section 3 County which are likely to provide construction contracts and non-construction contracts for services which will be utilized in the activities funded through CDBG projects.
 - c) The identified Section 3 Business concerns shall be included on bid lists used to obtain bids, quotes or proposals for work which will utilize CDBG funds.
 - d) To the greatest extent feasible the identified Section 3 Business concerns and any other project area business concerns shall be utilized in activities, which are funded with CDBG assistance.
4. Grayson County and its covered contractors (those awarded a contract for \$100,000 or more) shall take the following steps to encourage the hiring of low-income persons residing in the Section 3 County:
 - a) Grayson County in consultation with its contractors (including design professionals) shall ascertain the types and number of positions for

both trainees and employees, which are likely to be used to conduct CDBG activities.
 - b) Grayson County shall advertise through the following sources: The Galax Gazette and/or Independence Declaration, the availability of such positions with the information on how to apply.
 - c) Grayson County, its covered contractors and subcontractors shall be required to maintain a record of inquiries and applications by project area residents who respond to advertisements, and shall maintain a record of the status of such inquiries and applications.

- d) To the greatest extent feasible, Grayson County, its covered contractors and subcontractors shall hire low-income project area residents (Section 3 Residents) in filling training and employment positions necessary for implementing activities funded by CDBG activities.
5. In order to document compliance with the above affirmative actions and Section 3 of the Housing and Community Development Act of 1974, as amended, the County shall keep, and obtain from its covered contractors and subcontractors, Registers of Contractors, Subcontractors and Suppliers and Registers of Assigned Employees for all activities funded by CDBG funds. Such listings shall be completed and shall be verified by site visits and employee interviews, crosschecking of payroll reports and invoices, and through audits if necessary.
 6. Grayson, its covered contractors and subcontractors shall designate a Section 3 Coordinator to ensure compliance with this regulation. The Section 3 Coordinator shall be _____ throughout the course of any CDBG agreements.
 7. Grayson County, its covered contractors and subcontractors shall create and maintain a Section 3 Directory of all Section 3 Business concerns within the geographic area that perform the work needed to complete activities associated with CDBG agreements.
 8. The County shall report annually to DHCD on the numerical goals and dollar amounts awarded to Section 3 Residents and Section 3 Business concerns using HUD form 60002.

Adopted: _____

County Administrator: _____

SELF-EVALUATION SITE ACCESSIBILITY CHECKLIST

This checklist is intended to be used as a relatively quick and easy guide to determine a building's physical accessibility. Detailed specifications for each area can be found in the Uniform Federal Accessibility Standards (UFAS).

Comments should be made on all "No" answers, and should include alterations that can or will be made, any insurmountable obstacles to accessibility, or other relevant circumstance or considerations.

<u>PARKING</u>	<u>YES</u>	<u>NO</u>
Does the facility have designated parking spaces for disabled individuals?	<input type="checkbox"/>	<input type="checkbox"/>
Are spaces of adequate width (13 ft.)?	<input type="checkbox"/>	<input type="checkbox"/>
Are the spaces marked with the universal access symbol?	<input type="checkbox"/>	<input type="checkbox"/>
Are they near the building's entrance?	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

BUILDING ENTRANCE

YES

NO

Is the main entryway wheelchair-accessible?
(Level entry or properly sloped ramp; 32" wide, non-revolving door)

If not, is there a reasonable alternative entry?

Is the entry relatively free of obstacles?

Comments: _____

MEETING ROOMS

YES

NO

Can all rooms to be used for meetings or meals be reached
without using steps or escalators?

If elevator use is required, are the elevators accessible?
(36" wide door, 54" deep x 68" wide car, wheelchair accessible controls,
tactile buttons, auditory floor indicators)

If room changes are required between sessions, are pathways accessible?
(36" wide hallways, free of obstacles)

Are doorways wide enough to accommodate a wheelchair?
(32" wide)

Comments: _____

FACILITIES

YES

NO

Are restrooms wheelchair-accessible? (Adequate floor space
for wheelchair; grab bars, paper products, lavatories at
proper height; extended faucet handles)

Are paths to the restrooms accessible?

Are drinking fountains wheelchair accessible?

Can telephones be used from a wheelchair?

Comments: _____

SECTION 504 GRIEVANCE PROCEDURE

[Required under Housing and Urban Development Regulations]
(24 CFR Part 8.53(b))

Grievance Procedure

Grayson County has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the Department of Housing and Urban Development's (HUD) (24 CFR 8.53(b)) implementing Section 504 of the Rehabilitation Act of

1973, as amended (29 USC 794). Section 504 states, in part, that "no otherwise qualified handicapped individual... shall solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance...."

Complaints should be addressed to: _____, P.O. Box 217 Independence, VA 24348 who has been designated to coordinate Section 504 compliance efforts.

1. A complaint should be filed in writing or verbally contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
2. A complaint should be filed within five (5) days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis.)
3. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by _____. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint. Under 24 CFR 8.53(b), Grayson County need not process complaint form applicants for employment or from applicants for admission to housing.
4. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by _____ and a copy forwarded to the complainant no later than five (5) days after its filing.
5. The Section 504 coordinator shall maintain the files and records of Grayson County relating to the complaints filed.
6. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within five (5) days to _____.
7. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as filing of a section 504 complaint with the Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
8. These rules shall be constructed to protect the substantive rights of interested persons, to meet appropriate due process standards and to assure that Grayson County complies with Section 504 and the HUD regulations.

Adopted by the _____ on _____.

CERTIFICATION OF SIGNATURES AND ADDRESS

RE: CDBG # _____ 14-11

Jonathan Sweet, being first duly sworn, does hereby certify that he is the Chief Executive Officer of Grayson County and that only the following named individuals are authorized to sign requests for Appalachian Regional Commission grant funds from the

Department of Housing and Community Development, Program Administration and Assistance Office:

Name (please type)

Signature

Name (please type)

Signature

The affiant does further state that all payments made by the Department of Housing and Community Development pursuant to CDBG # 14-11 should be made only to the named payee and address below, which payee the affiant hereby certifies to be authorized to receive such funds at the address below:

PAYEE (Grantee): Grayson County

Address: P.O. Box 217

City, State, Zip Code: Independence, VA 24348-0217

CERTIFIED by:

Signature of Chief Executive Officer

County Administrator
Title

The Federal Identification Number (FIN) for this account is: 54-6001319. Sworn and subscribed before me, a Notary Public, in and for the Commonwealth of Virginia, this ____ day of _____, 2014.

SIGNATURE: _____
Notary Public

My commission expires: ____/____/____ Registration number: _____

**PUBLIC NOTICE
FEMALE AND MINORITY OWNED BUSINESSES**

Grayson County is preparing to carry out the Nuckolls Curve Water Project through the use in whole or in part of Community Development Block Grant Funds.

Activities for the project include:

Installation of 3300LF of 8 inch water line, installation of 3 fire hydrants, and the installation of 30 service connections.

Grayson County is soliciting the participation of Female and Minority owned businesses in carrying out this project. Such business concerns may be included on appropriate bid and procurement lists by submitting a written request within ten (10) days of this notice. Requests should state the name, address, product or service, and how the firm qualifies as a minority or female owned business. Such requests should be addressed to Brian Reed, Project Manager, 1021 Terrace Drive, Marion, VA 24354 or at breed@mrpd.org. All contracts and procurement will be made on a competitive basis.

PUBLIC NOTICE

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HANDICAPPED REGULATIONS**

This notice is published pursuant to the requirements of 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban

Development , as published in the Federal register on June 2, 1988. 24 CFR part 8 prohibits discrimination against qualified individuals because of their handicapped status.

Grayson County advises the public, employees, and job applicants that it does not discriminate on the basis of handicapped status in admission or treatment or employment in, its programs and activities.

Grayson County has designated the following as the contact to coordinate efforts to comply with this requirement.

Inquiries should be directed to:

 P.O. 217 Independence, VA 24348
 9am to 5pm
 Virginia Relay 711

LOCAL BUSINESS AND EMPLOYMENT NOTICE

Grayson County is preparing to carry out the Nuckolls Curve Water Project through the use in whole or in part of Community Development Block Grant Funds. In the implementation of this project the following job types may be available:

Laborers, equipment operators, plumbers, truck drivers, pipelayers etc...

In carrying out this project Grayson County, its contractors and subcontractors will, to the greatest extent feasible, utilize qualified persons who permanently reside within Grayson County.

All job openings (if any) will be listed with the local office of the Virginia Employment Commission.

Persons qualified for the jobs listed should register with Brian Reed, Mount Rogers Planning District Commission, 1021 Terrace Drive, Marion VA 24354, or at breed@mrpd.org. Virginia Relay 711

Additionally the following contracts and procurement will/may be made: Construction Administration.

There may be additional subcontracts used on the project to provide additional construction activities.

Grayson County will, to the greatest extent feasible, utilize business concerns located in and majority owned by or with a 30% personnel representation of low-income persons residing in Grayson Co. Any firm residing or located in the above named county may request to participate in procurement opportunities associated with this project by sending a written request, including name, address, product or service and phone number, within ten (10) days of this ad, to the Section 3 Coordinator's address above. All procurement shall be made on a competitive basis. The names of the businesses who respond to this notice will be included in procurement lists for this project for Section 3 covered contractors seeking to meet the requirements. Names of job seekers will also be given to covered contractors.

IN RE: AUTHORIZE AND SCHEDULE PUBLIC HEARING TO TRANSFER OWNERSHIP OF THE GRAYSON COUNTY INDUSTRIAL PARK PROPERTY FROM THE GRAYSON COUNTY BOARD SUPERVISORS TO THE GRAYSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Jonathan D. Sweet explained that authorization for a public hearing is needed for Tax Map #73-A-113A which has 34.275 acres. By transferring ownership of the property to the Economic Development Authority, it would allow them to expedite future Economic Development projects. Glen E. Rosenbaum made the motion to hold a public hearing on December 11, 2014 at 7:00 p.m. or shortly thereafter; duly seconded by Kenneth R. Belton. Motion carried 3-0.

STONEMALL TECHNOLOGIES INC		FIELD DATA SHEET		GRAYSON COUNTY102914	
Map No	73 - A- - 113A	GRAYSON COUNTY		Dwl.No.	
Acct.No.				Occupancy	VACANT LAND
R#	15461			No.Story	
Acreage	34.275	Class	74 INDEPENDENCE	Age	
	34.275	PRICE	-	Cond	
		DB-	256 193 WB-	Class	
		INSTRUMENT-	0000 0000000 0	Zoning	
		ELK CREEK		No.Units	APPR
73-A-113A				Date Insp	11/09/2009 JMKM
Exterior	Interior	Walls		At Home	<input type="checkbox"/>
Found.	No.Rms.	Floors		Not Home	<input type="checkbox"/>
Walls	Bd.Rms.	Heat	Basn't	Neighborhood	1 S/U 001
Roof Type	No.Baths	Fireplace	Garage	%Fin.	%
Roofing	No.1/2 Bths	Gas FPs	Flue	BLT.In Garage	No.Cars
THIS IS THE INDUSTRIAL PARK					

Exemption from grantee tax claimed under Section 58.

Magisterial District of Grayson County, Virginia, and described as follows:

BEGINNING at a point in the Eastern right-of-way line of U. S. Highway No. 58, a corner to the land of Albert Rector; thence with the Rector line, N. 24-10-28 E. 38.69 ft. to a wild cherry; thence N. 16-26-56 E. 295.69 ft. to a post; thence N. 15-20-44 E. 257.72 ft. to an iron pin set by pine stump; thence N. 35-02 E. 325.00 ft. to an iron pin set in fence line; thence N. 31-50 E. 595.00 ft. to an existing iron at fence corner, a corner to the Grayson County Recreation Park; thence with said Recreation Park line, S. 73-30-14 E. 629.75 ft. to a 5" white pine; thence S. 16-29-46 W. 100.00 ft.; thence S. 73-30-14 E. 310.00 ft. to a point in the line of Tam Gambill; thence with said Gambill line, S. 20-14-24 W. 1234.74 ft. to a post in the line of Odell Moxley; thence N. 81-44 W. 44.87 ft. to an apple tree; thence continuing with Moxley's line, S. 35-06-18 W. 190.75 ft. to a point in the right-of-way line of U. S. Hwy. No. 58; thence N. 68-50-22 W. 65.75 ft. to an iron pin in said right-of-way; thence continuing with said right-of-way, N. 36-30-39 W. 180.42 ft. to a concrete right-of-way monument; thence N. 77-19-09 W. 272.94 ft. to a concrete right-of-way monument; thence N. 82-09-58 W. 294.33 ft. to a concrete right-of-way monument in the line of Geraldine

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Osborne; thence with said Osborne line, N. 27-36-40 E. 72.67 ft. to an iron pin in fence; thence N. 74-25-47 E. 76.05 ft. to an iron pin by post; thence N. 40-34 E. 53.44 ft. to a post; thence N. 36-03-37 E. 74.26 ft. to an iron pin by a post; thence N. 56-49-33 W. 112.04 ft. to a post; thence N. 60-55-10 W. 96.45 ft. to an iron pin by a post; thence S. 35-06-10 W. 120.23 ft. to a post; thence S. 29-35-08 W. 177.12 ft. to an iron pin set on right-of-way; thence with the right-of-way of U. S. Hwy. No. 58, N. 74-33-14 W. 78.53 ft. to the point of BEGINNING, Containing 33-1/2 Acres, more or less, and being a part of the same land

conveyed to Charles S. Cassell, homme sole, from Cassell Real Estate, Inc., by deed dated February 6, 1990, which deed is recorded in the Clerk's Office of the Circuit Court of Grayson County, Virginia, in Deed Book 248, Page 574. This conveyance is made subject to a right-of-way easement leading from U. S. Highway No. 58 to the property of Geraldine Osborne as reserved and described in prior deeds.

Reference to said deeds is here made for a more definite description of the land herein conveyed and for chain of title.

WITNESS the following signature and seal.

Charles S. Cassell (SEAL)
CHARLES S. CASSELL

STATE OF VIRGINIA

COUNTY OF GRAYSON, to-wit:

The foregoing instrument was acknowledged before me this 2 day of January, 1991, by Charles S. Cassell.

Rosemary Marton
Notary Public

My commission expires: May 19, 1992

VERIFIED
DELIVERED

JAN 9 1991

#49

VIRGINIA, Grayson County to-wit:

In the office of the Clerk of the Circuit Court the 9 day of Jan., 1991, this deed was presented and with the certificate annexed, admitted to record at 1:09 P.M. The taxes in amount of \$59.50 imposed by Section 58.1-802 of the Code have been paid.

Ann H. Reedy Deputy Clerk 2

Rosemary Marton

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IN RE: RESOLUTION – HOLIDAY SCHEDULE

Jonathan D. Sweet explained the schedule, listed below. Glen E. Rosenbaum made the motion to table until the next meeting; duly seconded by Kenneth R. Belton. Motion carried 3-0.

RESOLUTION
THE GRAYSON COUNTY BOARD OF SUPERVISORS
2014 – 2015 LOCAL HOLIDAY SCHEDULE

WHEREAS, the County of Grayson recognizes various federal, state and local holidays within each calendar year; and,

WHEREAS, the Grayson County Board of Supervisors has the authority to set the Local Holiday Schedule for the observance of federal, state and local holidays to be recognized and observed within the County of Grayson, Virginia; and,

NOW, THEREFORE, BE IT RESOLVED, that the Grayson County Board of Supervisors does hereby recognize and set forth for observance the following 2014-2015 Local Holiday Schedule:

Thanksgiving Day	The fourth *Wed. (* ½ day), Thurs. and Fri. in Nov.
Christmas	December 24 th , 25 th and 26 th (2014)
New Year's	December 31 st , January 1 st and 2 nd (2014)
Lee/Jackson Day	The Third Friday in January
Martin Luther King Jr. Day	The Third Monday in January
Presidents Day	The third Monday in February
Good Friday	The Friday Preceding Easter in March <u>or</u> April
Memorial Day	The last Monday in May
Independence Day	July 3 rd (2015)
Labor Day	The first Monday in September
Columbus Day	The designated Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	The fourth *Wed. (* ½ day), Thurs. and Fri. in Nov.
Christmas	December 23 rd , 24 th and 25 th (2015)
New Year's	December 31 st and January 1 st (2015)

(***And any additional days or ½ days as granted by the Governor of the Commonwealth*)

Adopted this 13th day of November, 2014, in the County of Grayson, Virginia.

IN RE: COUNTY ADMINISTRATOR'S REPORT

Jonathan D. Sweet presented the following:

- **Facilities:** *Grayson County Recreation Park Improvements* – Mouth of Wilson Troop No. 5 installing rock wall and playground equipment, putting in park benches and spread 5 truckloads of mulch donated by Blevins Building Supply of Sparta, NC.
- **Programs:** *Coyote Bounty count* – 32 bounties since last Board of Supervisors meeting and 45 since July 1, 2014 and 60 since the inception on March 15, 2014 (Coyote Contest started October 15, 2014) Currently have 1 with 7 bounties.

- **Staff Operations:** Grayson County was highlighted in the November issue of the *Virginia Business Magazine*. Mr. Sweet attended the VACo Annual Conference – Economic Development and Regionalism and was also a presenter/speaker.
- **General Operations:** *Personnel Policy*-First draft to be completed by week of the 24th. *Health Insurance Update* – TPA-MedCost is working with the reinsurance carrier to get the final underwriter approval and we should know something by early next week. *Outsourcing of Payroll (ADP)* – Campbell County RFP (Cooperative Procurement)
- **Public Announcements:** *Toy and Coat Drive* - sponsored by the Town of Independence and the Independence Police Department and Volunteer Fire Department – we are participating in the program and have donation boxes here in the courthouse for toys and new/gently used coats. *2014 Top 10 Contest for Photos of Grayson County* – Entry deadline is January 15, 2015 and digital photos must be in jpeg format with a resolution of at least 1024 x 768 and titled. *Winter Preparedness Week in Virginia is November 30 – December 6* – in concurrence with the Commonwealth, we encourage our citizens to 1. Get a kit, 2. Make a plan, 3. Stay informed and 4. Download the FREE Ready Virginia App.

IN RE: DEPARTMENT REPORTS

As presented.

IN RE: PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT ON AN ORDINANCE TO CHANGE THE NAME OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF GRAYSON COUNTY, VIRGINIA TO THE ECONOMIC DEVELOPMENT AUTHORITY OF GRAYSON COUNTY, VIRGINIA, PURSUANT TO § 15.2-4903 OF THE CODE OF VIRGINIA, 1950, AS AMENDED.

Kenneth R. Belton made the motion to open the public hearing; duly seconded by Glen E. Rosenbaum. Motion carried 3-0. Jonathan D. Sweet explained the need for the change and the Industrial Development Authority's (IDA) vote to do so. The public hearing is to amend the ordinance that was duly adopted September 13, 1976, pursuant to Chapter 49, Title 15.2 of the Code of Virginia. The name change will help us position ourselves in the market place to better attract economic development clients, etc. Kenneth R. Belton made the motion to close the public hearing; duly seconded by Glen E. Rosenbaum. Motion carried 3-0. Kenneth R. Belton made the motion to change name to the Economic Development Authority (EDA); duly seconded by Glen E. Rosenbaum. Roll call vote as follows: Glen E. Rosenbaum - Aye; Kenneth R. Belton – Aye; Brenda Sutherland – Aye. Motion carried 3-0.

IN RE: PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE INTENTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GRAYSON, VIRGINIA TO ADOPT A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ESTIMATED MAXIMUM AMOUNT OF UP TO \$40,000 PRINCIPAL AMOUNT OF A WATER REVENUE BOND OF THE COUNTY OF GRAYSON, VIRGINIA. THE PROPOSED USE FOR WHICH MORE THAN TEN PERCENT OF THE BOND PROCEEDS ARE EXPECTED TO BE USED TO FINANCE, ALONG WITH GRANT MONIES, REPLACEMENT OF OBSOLETE LEAD-BASED WATER METERS IN THE COUNTY.

Kenneth R. Belton made the motion to open the public hearing; duly seconded by Glen E. Rosenbaum. Motion carried 3-0. Glen E. Rosenbaum made the motion to adopt the Resolution and all said documents (listed below) and approve the County Administrator or Chairman to sign all said documents; duly seconded by Kenneth R. Belton. Motion carried 3-0. Roll call vote as follows: Glen E. Rosenbaum – Aye; Kenneth R. Belton – Aye; Brenda Sutherland – Aye. Motion carried 3-0.

RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GRAYSON, VIRGINIA, AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$40,000 PRINCIPAL AMOUNT OF A WATER REVENUE BOND AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

WHEREAS, the County of Grayson, Virginia (**the “County”**) is authorized to acquire, construct, operate and maintain water systems in the County (**the “System”**), which System is a revenue producing undertaking of the County;

WHEREAS, the County is authorized pursuant to the Public Finance Act, Chapter 26 of Title 15.2 of the Code of Virginia of 1950, as amended (**the “Public Finance Act”**) to borrow money and to issue its revenue bonds to pay all or part of the cost of the System;

WHEREAS, in the judgment of the Board of Supervisors (**the “Board of Supervisors”**) of the County, it is desirable to authorize the issuance of revenue obligations of the County in a principal amount of up to \$40,000 to finance, along with grant monies, replacement of obsolete lead-based water meters in the County (**the “Project”**);

WHEREAS, the County has received a written commitment dated August 4, 2014 (**the “Commitment”**) from Southeast Rural Community Assistance Project, Inc. (**the “Lender”**) along with certain grant proceeds of like amount (**the “Grant”**) from the

Lender to purchase the County's Water Revenue Bond, Series 2014 (the "Bond"), the form of which Bond is attached hereto as **Exhibit A**;

WHEREAS, the Project constitutes waterworks and a public utility within the meaning of Section 15.2-2109, of the Code of Virginia, 1950, as amended (the "Virginia Code") and a revenue producing undertaking within the meaning of Section 15.2-2608 of the Virginia Code; and

WHEREAS, the Board of Supervisors desires to issue the Bond under the provisions of the Public Finance Act and to undertake a non-binding obligation to appropriate from time to time moneys due on the Bond.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY:

1. The Project is hereby approved and the County is authorized to issue and sell its Bond and to enter into the Grant for the purpose of financing all or a portion of the Project. The Board of Supervisors hereby authorizes the issuance and sale of the Bond in the form and upon the terms established pursuant to this Resolution.
2. The Bond is approved in substantially the form presented to this meeting (and as attached as **Exhibit A**), shall be dated the date of its issuance, shall be in the form of a single fully registered bond without coupons registered as to both principal and interest in the name of the Lender, in a principal amount not to exceed \$40,000 and shall be numbered R -1. Interest shall accrue on the Bond at an annual fixed interest rate of 4.25%. The Bond will be amortized on a 120 month basis with a three (3) year call. Beginning the same day of the succeeding month immediately following the closing date and on the same day of each succeeding calendar month thereafter, the County shall make principal and interest payments in the approximate amount of \$409.75 each until the maturity date. The Treasurer is hereby appointed as the Registrar for the Bond.
3. The Chairman is authorized and directed to execute the Bond in the form presented to this meeting, with such changes as may be approved by the officer executing it, including but not limited to the amount, payment dates, interest rate and basis, revenues pledged and subordination, amortization, call dates and maturity, whose signature shall be conclusive evidence of his or her approval of the same. The Clerk of the Board of Supervisors and any Deputy Clerk or Assistant Clerk, any of whom may act, are authorized and directed to execute the Bond, to affix the seal of the County to the Bond, to attest the seal and then to deliver the Bond to the Bank upon payment of the purchase price of 100% of the principal amount of the Bond.

4. The Bond shall be a limited obligation of the County and, except to the extent payable from the proceeds of the sale of the Bond or the income, if any, derived from the investment thereof, is payable exclusively from the water revenues of the County's System which the County hereby pledges to the payment of the Bond subject and subordinate to prior pledges to the United States of America acting by and through Rural Development and the Rural Utilities Service, each an agency of the United States Department of Agriculture.
5. The Board of Supervisors hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise, which obligation and intent shall be considered as the County's moral obligation.
6. The Project will constitute a part of the County's System.
7. The Chairman, Vice-Chairman, County Administrator, Clerk of the Board of Supervisors, Treasurer, County Attorney and all other appropriate officers and employees of the County shall take all actions as shall be necessary to carry out the provisions of this Resolution.
8. No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of any officer, employee or agent of the County in his or her individual capacity, and no officer of the County executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof.
9. The County Administrator and such officers or agents of the County as the County Administrator may designate are authorized and directed to file a certified copy of this Resolution with the Circuit Court of the County, pursuant to Section 15.2-2607 of the Virginia Code. The filing of this Resolution with the Clerk of the Circuit Court of the County shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Public Finance Act.
10. All other actions of County officials in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bond as authorized herein are ratified, approved and confirmed. County officials are authorized and directed to execute and deliver all certificates

and other instruments considered necessary or desirable in connection with the issuance, sale and delivery of the Bond pursuant to this Resolution and to do all acts and things necessary or convenient to carry out the terms and provisions of such documents.

- 11. All ordinances, resolutions and proceedings in conflict herewith are, to the extent of such conflict, repealed.

12. CERTIFICATION OF ADOPTION OF RESOLUTION

- 13.
- 14.
- 15.

The undersigned Clerk of the Board of Supervisors hereby certifies that the foregoing constitutes a true, correct and complete copy of a Resolution adopted by the Board of Supervisors of the County of Grayson, Virginia on November 13, 2014. I hereby further certify that in accordance with Section 15.2-2607 of the Virginia Code the Resolution was adopted during an open meeting, at the meeting at which it was introduced, said meeting constituted a regularly scheduled meeting and during the consideration of the foregoing Resolution a quorum was present. The vote of the members of the Board of Supervisors upon the foregoing Resolution was as follows:

WITNESS MY HAND this _____ day of _____, 2014.

Clerk of Board of Supervisors,
County of Grayson, Virginia

EXHIBIT A

ISSUE DATE: _____, 2014

**UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
COUNTY OF GRAYSON, VIRGINIA**

**\$40,000
Water Revenue Bond,
Series 2014**

INTEREST RATE **MATURITY DATE** **DATED DATE** **ISSUE DATE**
4.25% _____, _____* _____, 2014 _____, 2014

REGISTERED HOLDER: SOUTHEAST RURAL COMMUNITY ASSISTANCE PROJECT, INC.

PRINCIPAL AMOUNT: FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00)

THE COUNTY OF GRAYSON, VIRGINIA (the “**Borrower**”), a political subdivision of the Commonwealth of Virginia, for value received, hereby promises to pay to Southeast Rural Community Assistance Project, Inc., its successors and registered assigns (the “**Lender**”), subject to prior redemption as herein provided, at the office of the County Treasurer, Independence, Virginia (the “**Paying Agent**”), the principal amount stated above with interest hereon at the rate per annum of 4.25%.

Principal and interest payments in the amount of \$409.75 shall be payable monthly on the same day of each succeeding calendar month following closing until maturity.*

Principal of, premium, if any, and interest on, this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This Bond is issued under and pursuant to and in compliance with the Constitution and laws of the Commonwealth of Virginia, including Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended, the same being the Public Finance Act, and the resolution duly adopted under said Chapter by the Board of Supervisors of the County on November 13, 2014 (the “**Resolution**”).

*The Bond will be amortized on a 120 month basis with a three (3) year call. Beginning the same day of the succeeding month immediately following the closing date and on the same day of each succeeding calendar month thereafter, the County shall make principal and interest payments in the approximate amount of \$409.75 each until the maturity date.

This Bond shall bear interest from the date on which the Bond is authenticated. Interest on this Bond shall be computed on the basis of 30-day months and 360-day year.

THIS BOND IS A LIMITED OBLIGATION OF THE COUNTY AND EXCEPT TO THE EXTENT PAYMENT WITH RESPECT TO THE BOND SHALL BE MADE FROM THE PROCEEDS FROM THE SALE OF THE BOND IS PAYABLE SOLELY FROM CERTAIN REVENUES TO BE DERIVED FROM THE OWNERSHIP OR OPERATION OF THE COUNTY’S WATER SYSTEM AS THE SAME MAY FROM TIME TO TIME EXIST, WHICH REVENUES HAVE BEEN PLEDGED TO SECURE THE PAYMENT THEREOF SUBJECT AND SUBORDINATE TO CERTAIN PRIOR BONDS REFERENCED IN THE RESOLUTION. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE BOND OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING

POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY, IS PLEDGED TO THE PAYMENT OF PRINCIPAL OF THE BOND OR OTHER COSTS INCIDENT THERETO.

This Bond is issued pursuant to the provisions of Chapter 26 of Title 15.2 of the Code of Virginia of 1950 as amended to evidence a loan by the Lender to the County to finance a portion of the costs of the Project. The obligations of the County under this Bond shall terminate when all amounts due and to become due pursuant to this Bond have been paid in full. Reference is hereby made to the Resolution and any amendments thereto for the definitions and provisions, among others, describing the pledge and covenants securing this Bond, the nature and extent of the security, the terms and conditions upon which this Bond is issued, and the rights and obligations of the County and the holders of this Bond.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. Prior to due presentment for registration of transfer, the Bond Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and the exercise of all other rights and power of the owner.

[This Bond is subject to optional prepayment to the extent and on the terms set forth herein.]

If an Event of Default occurs, the principal of this Bond may be declared immediately due and payable by the holder by written notice to the County.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal provided by this Bond, the County shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Bond.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its Chairman, to be attested by the Clerk of the Board of Supervisors, its seal to be affixed hereto and to be dated as of _____, 2014.

(SEAL)

Clerk, Board of Supervisors

Chairman, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond described in the within-mentioned Resolution.

REGISTRAR – GRAYSON COUNTY TREASURER

By: _____
County Treasurer

DATE OF AUTHENTICATION:

_____, 2014

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ whose address for registration purposes is _____

_____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Tax I.D. No.
of Transferee:

Signature Guaranteed

(NOTE: the signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.)

SCHEDULE A

IN RE: REGISTERED SPEAKERS AND PUBLIC COMMENT

None

IN RE: CLOSED SESSION

None

IN RE: ADJOURN

Kenneth R. Belton made the motion to adjourn; duly seconded by Glen E. Rosenbaum.
Motion carried 3-0.