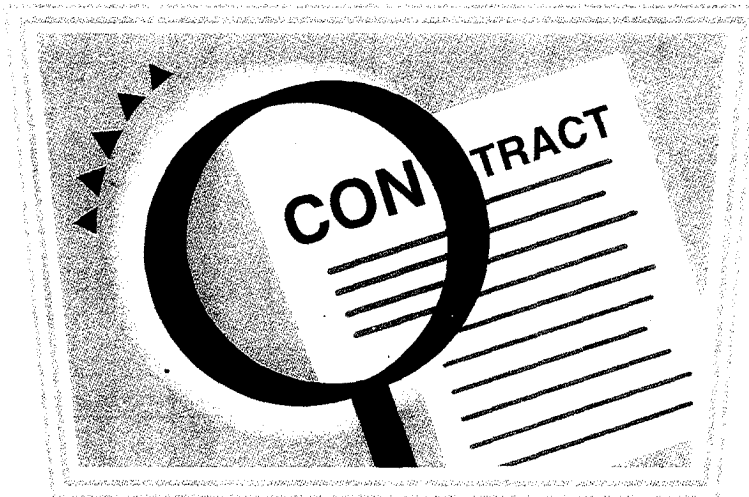


# **SOUTHSIDE COMMUNITY SERVICES BOARD**

**&**

## **VA Dept. of Behavioral Health and Developmental Services FY2013 & FY2014 PERFORMANCE CONTRACT**



### **CONTAINS:**

- Community Services Performance Contract, FY13 Financial
- Community Services Board Administrative Requirements
- Central Office, State Facility, and Community Services Board Partnership Agreement

7/1/12 through 6/30/14

## FY 2013 and FY 2014 Community Services Performance Contract

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## FY 2013 and FY 2014 Community Services Performance Contract

### 1. 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 services and supports to individuals with mental health or substance use disorders or intellectual disability and authorizes the Department to fund community mental health, developmental, and substance abuse 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 of this contract will be referred to as the CSB.
- c. Section 37.2-500 or 37.2-601 of the Code of Virginia states that, in order to provide comprehensive mental health, developmental, and substance abuse services within a continuum of care, the CSB shall function as the single point of entry into publicly funded mental health, developmental, and substance abuse services. The CSB fulfills this function in accordance with State Board Policy 1035 for any person who is located in the CSB's service area and needs mental health, developmental, or substance abuse services.
- d. 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.
- e. The CSB is applying for the assistance provided under Chapter 5 or 6 of Title 37.2 of the Code of Virginia by submitting this performance contract to the Department in accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia.
- f. This contract establishes requirements and responsibilities for the CSB and the Department that are not established through other means, such as statute or regulation. The CSB Administrative Requirements document, which by agreement of the parties is hereby incorporated into and made a part of this contract by reference, includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. This document is available on the Department's web site at [www.dbhds.virginia.gov/OCC-default.htm](http://www.dbhds.virginia.gov/OCC-default.htm).
- g. 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 vision articulated in State Board Policy 1036 of a system of services and supports driven by individuals receiving services that promotes self-determination, empowerment, recovery, resilience, health, and the highest possible level of participation by individuals receiving services in all aspects of community life, including work, school, family, and other meaningful relationships; and 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 roles and responsibilities of the Department and the CSB are described in the Partnership Agreement between the parties, which by agreement of the parties is hereby incorporated into and made a part of this contract by reference. 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.

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3. **Contract Term:** This contract shall be in effect for a term of two years, commencing on July 1, 2012 and ending on June 30, 2014, 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 2014.

### 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 by agreement of the parties is hereby incorporated into and made a part of this contract by reference. The taxonomy is on the Department's web site at [www.dbhds.virginia.gov/OCC-default.htm](http://www.dbhds.virginia.gov/OCC-default.htm).
- b. **Expenses for Services:** The CSB shall provide to the extent practicable those services that are funded within the revenues 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 some or all of the three program areas (mental health, developmental, or substance abuse services) and services available outside of a program area on a basis that is auditable and satisfies Generally Accepted Accounting Principles.
- c. **Continuity of Care:** In order to partially fulfill its responsibility in § 37.2-500 or 37.2-601 of the Code of Virginia and State Board Policy 1035 to function as the single point of entry into publicly funded services in its service area, the CSB shall follow the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements.
- 1.) **Coordination of Intellectual Disability Waiver Services:** The CSB shall provide case management services to 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/ DBHDS 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 provided by independent vendors who are reimbursed directly by the DMAS, to the extent that the CSB is not prohibited from doing so by such vendors (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 vendors of ID Waiver services who are reimbursed directly by the DMAS.
- 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

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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.) 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 involuntarily admitted individual, 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.
- 4.) Targeted Case Management Services:** In accordance with the Community Mental Health Rehabilitative Services manual (page 15) and the MR/ID Community Services manual (page 6) issued by the DMAS, the CSB shall be the provider of rehabilitative mental health case management and targeted MR/ID case management services.
- 5.) 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.
- 6.) PACT Criteria:** If the CSB receives state general or federal funds for a Program of Assertive Community Treatment (PACT), it shall satisfy the following criteria:
  - a.) Meet PACT state hospital bed use targets;
  - b.) Prioritize providing services to individuals with serious mental illnesses who are frequent recipients of inpatient services or are homeless;
  - c.) Achieve and maintain a caseload of 80 individuals receiving services after two years from the date of initial funding by the Department; and
  - d.) Participate in technical assistance provided by the Department.
- 7.) 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.
- 8.) 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 by agreement of the parties are incorporated into and made a part of this contract by reference. The protocols are available at [www.dbhds.virginia.gov/documents/OMH-DischargeProtocols.pdf](http://www.dbhds.virginia.gov/documents/OMH-DischargeProtocols.pdf) or [www.dbhds.virginia.gov/documents/ODS/ods-Admission-Discharge-Protocol.pdf](http://www.dbhds.virginia.gov/documents/ODS/ods-Admission-Discharge-Protocol.pdf).

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- 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 Core Services Taxonomy, available at [www.dbhds.virginia.gov/OCC-default.htm](http://www.dbhds.virginia.gov/OCC-default.htm).
  - e. **Department of Justice Settlement Agreement Requirements:** The CSB agrees to work cooperatively with the Department to implement the Settlement Agreement between the U.S. Department of Justice and the Commonwealth of Virginia and to comply with the requirements in the Agreement that apply to the CSB and are negotiated by the Department and the CSB when the Agreement is entered in the U. S. District Court for the Eastern District of Virginia.
5. **Resources:** Exhibit A of this contract includes the following resources: state general funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB; balances of unexpended or unencumbered state general 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 general funds; Medicaid Clinic, Targeted Case Management, Rehabilitative Services, and Intellectual Disability Home and Community-Based Waiver fees and any other fees, as required by § 37.2-504 or § 37.2-605 of the Code of Virginia; and any other revenues associated with or generated by the services shown in Exhibit A.
- a. **Allocations of State General and Federal Funds:** The Department shall inform the CSB of its state general and federal fund allocations in a letter of notification. The Department may adjust allocation amounts during the term of this contract. The Commissioner or his designee shall communicate all adjustments to the CSB in writing. Allocations of state general 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. **Allocations of New Appropriations of Additional State General Funds:** The Department shall work with representatives of the CSB to develop a conceptual framework for allocating new appropriations of additional state general funds. This framework shall include a methodology for identifying the minimum amount of the appropriation needed by the smallest CSBs to implement the intent of the new appropriation and criteria for allocating the remainder of the appropriation using population as a significant factor.
  - c. **Conditions on the Use of Resources:** The Department can attach service requirements or specific conditions that it establishes for use of funds, separate from those established by other authorities, for example, applicable statutory or regulatory requirements such as licensing or human rights regulations or federal anti-discrimination requirements, only to the state general and federal funds that it allocates to the CSB and to the 10 percent local matching funds that are required to obtain the CSB's state general 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 identify or 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.

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### b. Quality of Care

- 1.) **Clinical Consultation:** The CSB may request the Department to provide professional consultations for clinically complex or difficult or medically complicated cases within the resources available for this purpose in the Department or its facilities and as permitted under 45 CFR § 164.506 (c) (1) when individuals or their authorized representatives have requested second opinions and with valid authorizations that comply with the Human Rights Regulations and the HIPAA Privacy Rule or when staff of the CSB request such consultations for individuals it serves in the community, if it is not able to provide those second opinions or obtain this consultation within its resources.
- 2.) **Quality Improvement and Risk Management:** The CSB shall, to the extent possible, develop and implement quality improvement processes that utilize individual outcome measures, provider performance measures, and other data or participate in its local government's quality improvement processes to improve services, ensure that services are provided in accordance with current acceptable professional practice, and enable the ongoing review of all major areas of the CSB's responsibilities under this contract.

The CSB shall, to the extent practicable, develop, implement, and maintain, itself or in affiliation with other CSBs, a quality improvement plan incorporating CSB provider performance measures, individual outcome measures, and human rights information. The CSB shall, to the extent practicable, 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 adopted by the System Leadership Council that by agreement of the parties is hereby incorporated into and made a part of this contract by reference. The Guidance is available at [www.dbhds.virginia.gov/OCC-default.htm](http://www.dbhds.virginia.gov/OCC-default.htm).

- 3.) **Continuous Quality Improvement Process:** The CSB shall address and report on performance expectations and goals and quality improvement measures in Exhibit B of this contract and affirmations in the CSB Administrative Requirements as part of the Continuous Quality Improvement Process supported by the Department and the CSB.
- 4.) **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, CSB provider performance, individual satisfaction, and individual and family member participation and involvement measures in Exhibit B of this contract to the Department. These reporting requirements are contingent on the Department supplying any necessary specifications and software to the CSB in time for the CSB to make needed changes in its information system.
  - b.) **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).

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- d.) Substance Abuse Youth Surveys:** The CSB shall work closely with community-based prevention planning groups, schools, and local governments to support and enable the administration of the Virginia Community Youth Survey and the Virginia Youth Tobacco Survey, which are mandated by federal funding sources and are necessary for continuation of federal block grant funding.
  - e.) 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.
  - f.) Recovery Orientation:** The CSB shall implement a plan for assessing and increasing its recovery orientation over time, initially for adults with serious mental illnesses, 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.
  - 5.) Case Management Services:** The CSB shall ensure that all direct and contract staff who provide 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.
  - 6.) 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.
  - 7.) Response to Complaints:** The CSB shall implement procedures 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 days of receipt and provide follow up commentary on them to the Department within 10 days of receipt.
- c. Reporting Requirements**
- 1.) CSB Responsibilities:** For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1037 and shall:



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- 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) and under §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](http://www.dbhds.virginia.gov/OCC-default.htm) and are hereby incorporated into and made a part of this contract by reference and by agreement of the parties;
  - 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.) report Inventory of Mental Health Organizations information and data in accordance with federal requests to the greatest extent possible;
  - e.) report KIT Prevention System 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 Community Automated Reporting System (CARS), and enter KIT Prevention System data by June 15 on goals, objectives, and programs 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.) if it is a Part C local lead agency, report individual, service, financial, and other information on Part C services that it provides to the Department through a separate reporting system maintained by the Department;
  - h.) report individual, service, financial, and other information on jail diversion and juvenile detention center services only through the CARS and CCS;
  - i.) report data and information required by the current Appropriation Act; and
  - j.) 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 START program if the CSB is the fiscal agent for this program.
- 2.) Routine Reporting Requirements:** The CSB shall account for all services, revenues, 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:

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- a.) types and service capacities of services provided, costs for services provided, and revenues received by source and amount and expenses paid by program area and for services available outside of a program area, reported mid-year and at the end of the fiscal year through CARS, and types and amounts of services provided to each individual, monthly through the current CCS;
  - b.) demographic characteristics of individuals receiving services, monthly through the current CCS;
  - c.) in accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, numbers of adults with serious mental illnesses, children with serious emotional disturbance, children at risk of serious emotional disturbance, and individuals with intellectual disability, or substance use disorder, monthly through the current CCS;
  - d.) performance expectations and goals and individual outcome and CSB provider performance measures in Exhibit B;
  - e.) 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);
  - f.) State Facility Discharge Waiting List Data Base reports using ACCESS software supplied by the Department;
  - g.) Federal Balance Report (October 15);
  - h.) Total numbers of individuals served for the Mandatory Outpatient Treatment, Discharge Assistance Project, Mental Health Child and Adolescent Services Initiative, ID Waiver Services, and other Consumer Designation (900) Codes, monthly through the current CCS;
  - i.) PATH reports (mid-year and at the end of the fiscal year); and
  - j.) 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, cap or reduce the number of data elements required, 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.

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- d. Providing Information:** The CSB shall provide any information requested by the Department that is related to 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 K 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 or its state hospitals and training centers 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, contained in Exhibits E and I respectively 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 current Core Services Taxonomy. The CSB agrees to participate in any utilization review or utilization management activities conducted by the Department involving services provided through a regional program. Protected health information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii).
- g. Joint Agreements:** If it enters into a joint agreement pursuant to § 37.2-512 or § 37.2-615 of the Code of Virginia, the CSB shall describe the agreement in Exhibit J of this contract and shall attach a copy of the joint agreement to the exhibit.
- h. 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 MR/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

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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.
- i. **Electronic Health Record:** The CSB shall engage in actions necessary during the term of this contract to be able to implement not later than January 1, 2014 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.

### 7. Department Responsibilities

- a. **Funding:** The Department shall disburse the state general funds displayed in Exhibit A, subject to the CSB's compliance with the provisions of this contract, prospectively on a semi-monthly basis to the CSB. 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) on its Internet 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 its

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state hospitals and training centers use teleconferencing technology to the extent practicable and whenever possible 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.) 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.
- 5.) Recovery Orientation:** The Department shall ensure that each state hospital shall implement a plan for assessing and increasing its recovery orientation over time, initially for adults with serious mental illnesses, 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.

### **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, quality improvement measures, and emergency services and case management services performance expectations and goals, 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 Exhibit B to improve services.
- 2.) Clinical Consultation:** The Department may provide professional consultations to the CSB upon request for clinically complex or difficult or medically complicated cases within resources available for this purpose in the Department or its facilities and as permitted under 45 CFR § 164.506 (c) (1) when individuals receiving services or their authorized representatives have requested second opinions and with valid authorizations that comply with the Human Rights Regulations and the HIPAA Privacy Rule or when staff of the CSB request such consultations for individuals it serves in the community, if it is not able to provide those second opinions or obtain this consultation within its resources.
- 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 by agreement of the parties is hereby 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, initially for adults with serious mental illnesses, 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.

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### 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) and under § 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.
  - 3.) **Data Elements:** The Department shall work with CSBs through the DMC to standardize data definitions, cap or reduce the number of data elements required, 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 Requirements and Exhibits F and K 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

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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 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 utilization management activities involving services provided by the CSB through a regional program. If such activities involve the disclosure of protected health 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). 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 engage in actions necessary during the term of this contract to be able to implement not later than January 1, 2014 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.