



AGENDA
CLOSED SESSION AND REGULAR MEETING
FREDERICK COUNTY BOARD OF SUPERVISORS
WEDNESDAY, AUGUST 9, 2017
6:00 P.M., 7:00 P.M.
BOARD ROOM, COUNTY ADMINISTRATION BUILDING
107 NORTH KENT STREET, WINCHESTER, VIRGINIA

6:00 P.M. - Closed Session:

There will be a Closed Session pursuant to Section 2.2-3711 A (3) of the Code of Virginia, 1950, as amended, for discussion or consideration of the acquisition of real property for a public purpose, and of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board.

7:00 P.M. - Regular Meeting - Call To Order

Invocation

Pledge of Allegiance

Adoption of Agenda:

Pursuant to established procedures, the Board should adopt the Agenda for the meeting.

Consent Agenda:

(Tentative Agenda Items for Consent are Tabs: A, D, E and M)

Citizen Comments (Agenda Items Only, That Are Not Subject to Public Hearing.)

Board of Supervisors Comments

Minutes: (See Attached)----- A

1. Closed Session and Regular Meeting of May 24, 2017.
2. Closed Session and Regular Meeting, June 14, 2017.

**AGENDA
CLOSED SESSION AND REGULAR MEETING
FREDERICK COUNTY BOARD OF SUPERVISORS
WEDNESDAY, AUGUST 9, 2017
PAGE 2**

3. Special Meeting, June 21, 2017.

County Officials:

1. Committee Appointments. **(See Attached)**----- **B**
2. Request from Commissioner of the Revenue for Refunds.
(See Attached) ----- **C**
3. Northwestern Community Services' Fiscal Year 2018 Performance
Contract. **(See Attached)** ----- **D**

Committee Reports:

1. Parks and Recreation Commission. **(See Attached)** ----- **E**
2. Finance Committee. **(See Attached)**----- **F**

Public Hearing:

1. Outdoor Festival Permit Request of Grove's Winchester Harley-Davidson – Grove's Summer Party. Pursuant to the Frederick County Code, Chapter 86, Festivals; Section 86-3, Permit Required; Application; Issuance or Denial; Fee, for an Outdoor Festival Permit. Festival to be Held on Saturday, August 12, 2017, from 11:00 A.M. to 3:00 P.M.; on the Grounds of Grove's Winchester Harley-Davidson, 140 Independence Drive, Winchester, Virginia. Property Owned by Jobalie, LLC. **(See Attached)**---- **G**
2. Outdoor Festival Permit Request of Zachary Thayer – Valley Fusion Festival 2. Pursuant to the Frederick County Code, Chapter 86, Festivals; Section 86-3, Permit Required; Application; Issuance or Denial; Fee, for an Outdoor Festival Permit. Festival to be Held on Saturday-Sunday, September 16 and 17, 2017, from 10:00 A.M. - 12:00 Midnight on September 16, 2017 and 10:00 A.M. – 12:00 Noon on September 17, 2017, on the Grounds of 740, 750 and 760 Merrimans Lane, Winchester, Virginia. Property Owned by 740 LLC, 750 LLC and Willow Grove V LLC. **(See Attached)** ----- **H**
3. Outdoor Festival Permit Request of Rotary Club of Winchester – Shenandoah Valley Apple Harvest Festival. Pursuant to the Frederick County Code, Chapter 86, Festivals; Section 86-3, Permit Required;

**AGENDA
CLOSED SESSION AND REGULAR MEETING
FREDERICK COUNTY BOARD OF SUPERVISORS
WEDNESDAY, AUGUST 9, 2017
PAGE 3**

- Application; Issuance or Denial; Fee, for an Outdoor Festival Permit. Festival to be Held on Saturday and Sunday, September 16 and 17, 2017, from 10:00 A.M. to 5:00 P.M. Each Day; on the Grounds of the Frederick County Fairgrounds, 250 Fairground Road, (Route 11 North), Clearbrook, Virginia. Property Owned by Frederick County Fair. **(See Attached)** ----- I
4. Outdoor Festival Permit Request of Concern Hotline – Friday Fish Fry Celebration. Pursuant to the Frederick County Code, Chapter 86, Festivals; Section 86-3, Permit Required; Application; Issuance or Denial; Fee, for an Outdoor Festival Permit. Festival to be Held on Friday, September 1, 2017, from 4:00 P.M. to 9:00 P.M.; on the Grounds of Grove’s Winchester Harley-Davidson, 140 Independence Drive, Winchester, Virginia. Property Owned by Jobalie, LLC. **(See Attached)** ----- J
5. Amendment to the 2017-2018 Fiscal Year Budget – Pursuant to Section 15.2-2507 of the Code of Virginia, 1950, as Amended, the Board of Supervisors will Hold a Public Hearing to Amend the Fiscal Year 2017-2018 Budget to Reflect: School Construction Fund Supplemental Appropriation in the Amount of \$28,500,000 for the Construction of the 12th Elementary School at Snowden Bridge. **(See Attached)** ----- K

Planning Commission Business:

1. Request for a Commercial Pump and Haul Permit – 3149 Front Royal Pike, Winchester, Virginia. **(See Attached)**----- L
2. Request to Schedule Public Hearing for the Abandonment of Gold Orchard Road (Route 708). **(See Attached)**----- M

Board Liaison Reports (If Any)

Citizen Comments

Board of Supervisors Comments

Adjourn

CONSENT AGENDA

A

MINUTES
CLOSED SESSION
AND
REGULAR MEETING
FREDERICK COUNTY BOARD OF SUPERVISORS
MAY 24, 2017

A Closed Session and Regular Meeting of the Frederick County Board of Supervisors were held on Wednesday, May 24, 2017, beginning at 6:00 P.M., in the Board of Supervisors' Meeting Room, 107 North Kent Street, Winchester, Virginia.

PRESENT

Chairman Charles S. DeHaven, Jr.; Vice-Chairman Gene E. Fisher; Blaine P. Dunn; Bill M. Ewing; Gary A. Lofton; Judith McCann-Slaughter; and Robert W. Wells.

CALL TO ORDER

Chairman DeHaven called the meeting to order.

CLOSED SESSION

Upon a motion by Vice-Chairman Fisher, seconded by Supervisor Lofton, the Board of Supervisors convened in closed session pursuant to Section 2.2-3711 A (3) of the Code of Virginia, 1950, as Amended, for discussion or consideration of the acquisition of real property for a public purpose, and of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Upon a motion by Vice-Chairman Fisher, seconded by Supervisor Lofton, the Board of Supervisors came out of closed session and reconvened in open session.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
-------------------------	-----

Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Upon a motion by Vice-Chairman Fisher, seconded by Supervisor Lofton, the Board certified that to the best of each Board Member's knowledge only discussion or consideration concerning the acquisition of real property for a public purpose, and of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board, pursuant to Section 2.2-3711 A (3) of the Code of Virginia, 1950, as amended, was discussed.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Chairman DeHaven announced the Board would recess until its 7:00 P.M. regular meeting.

REGULAR MEETING - CALL TO ORDER

Chairman DeHaven called the meeting to order.

INVOCATION

Vice Chairman Fisher delivered the invocation.

PLEDGE OF ALLEGIANCE

Supervisor Lofton led the Pledge of Allegiance.

ADOPTION OF AGENDA – APPROVED AS AMENDED

County Administrator Brenda Garton stated there were no changes to the agenda.

Upon a motion made by Supervisor Lofton, seconded by Supervisor Dunn, the Board approved the agenda by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

CONSENT AGENDA - APPROVED

Upon a motion made by Supervisor Ewing, seconded by Supervisor Dunn, the Board approved the following items under the consent agenda:

- Minutes – Regular Meeting of April 12, 2017 - Tab A;
- Information Technology Committee Report - Tab C;
- Parks and Recreation Commission Report – Tab D.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

CITIZEN COMMENTS

Chris Fordney, resident of Red Bud District and member of the Parks and Recreation Commission, appeared before the Board with reference to the request for design and installation of parking and a trail at Frederick Heights Park. He stated the estimated cost in proffer funds is

\$197,000 and asked the Board to approve the request.

BOARD OF SUPERVISORS COMMENTS

There were no Board of Supervisors' comments.

MINUTES – APPROVED UNDER CONSENT AGENDA

The minutes of the Regular Meeting of April 12, 2017 were approved under the consent agenda.

COUNTY OFFICIALS

PRESENTATION OF RESOLUTION OF APPRECIATION FOR CHIEF HENRY SHILEY, MIDDLETOWN VOLUNTEER FIRE AND RESCUE COMPANY

Chairman DeHaven and Vice Chairman Fisher presented the Resolution of Appreciation to Chief Henry Shiley of the Middletown Volunteer Fire and Rescue Company.

Mr. Shiley was present to accept the resolution.

COMMITTEE APPOINTMENTS

SUSAN J. BRINKMEIER APPOINTED TO THE FREDERICK COUNTY SOCIAL SERVICES BOARD AS MEMBER-AT-LARGE REPRESENTATIVE - APPROVED

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Lofton, Susan J. Brinkmeier was appointed to the Frederick County Social Services Board as a Member-At-Large representative, for a four year term, said term to expire May 24, 2021.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

MEMBERS OF THE FREDERICK COUNTY DEVELOPMENT IMPACT MODEL OVERSIGHT COMMITTEE REAPPOINTED - APPROVED

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Wells, the following members were reappointed to the Frederick County Development Impact Model Oversight Committee, for a one year term, said term to commence June 28, 2017 and expire June 28, 2018:

Kris C. Tierney, County Administration
Gary A. Lofton, Board of Supervisors and EDA Representative
Bill M. Ewing, Board of Supervisors Representative
H. Paige Manuel, Planning Commission Representative
Roger L. Thomas, Planning Commission Representative
Seth Thatcher, School Board Representative
Stephen Pettler, Top of Virginia Building Association
J. P. Carr, Top of Virginia Building Association

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

COMMITTEE REPORTS

INFORMATION TECHNOLOGY COMMITTEE REPORT – APPROVED UNDER CONSENT AGENDA

A Technology Committee meeting was held in the First Floor Conference Room at 107 N Kent Street on Wednesday, May 10, 2017 at 8:15 a.m. Members present were Gary Lofton, Technology Chairman; Judith McCann-Slaughter, Technology Committee member; Bill Ewing, Technology Committee Member; and Quaiser Absar, Citizen Member. Absent were Todd Robertson, Citizen Member and Lorin Sutton, Citizen Member.

Information Only

1. The Information Technology Department requests use of PEG funds in the amount of

\$56,000 to replace the projector and screen, add flat panel screens to the side walls in the back of the meeting room, allow for wireless presentation from any device to include Chromebooks, and replace microphone system. PEG funds are limited to local television broadcasting technology procurement. The Technology Committee voted to forward the request to the Finance Committee. See attached, p. 3

2. The Information Technology Department requests removing standard office supplies; mouse, keyboard, speakers from the IT Procurement Policy. The Technology Committee voted to approve the change. See attached, p. 5.

3. The IT Director provides a copy of the Memo to the Finance Committee that will request to transfer funds from personnel budget to operating budget. See attached, p. 12.

4. The IT Director introduces Keith Ryker, Network Administrator.

5. The IT Director provides an overview of: Active Directory Review and Migration, Current Projects, Network Switch Support, Proxy Server Replacement, and Help Desk Ticket System Replacement.

PARKS AND RECREATION COMMISSION REPORT - APPROVED UNDER CONSENT AGENDA

The Parks and Recreation Commission met on May 9, 2017. Members present were: Natalie Gerometta, Gary Longerbeam, Ronald Madagan, Guss Morrison, Charles Sandy, Jr., and Robert Wells (Board of Supervisors' Non-Voting Liaison). Members absent: Randy Carter, Christopher Fordney and Amy Strosnider.

Items Requiring Board of Supervisors Action:

None

Submitted for Board Information Only:

1. **Building and Grounds Committee - Rose Hill Restroom** - The Building and Grounds Committee recommended approval of keeping the Rose Hill Restroom open through the winter months and staff to pursue the most cost effective way to achieve this project, second by Mr. Sandy, motion carried unanimously (5-0).

2. **Building and Grounds Committee - Abrams Creek Trail** - The Building and Grounds Committee recommended seeking a request from the Board of Supervisors through the Finance Committee to the City of Winchester for a Resolution of Support for the Abrams Creek Trail, second by Mr. Sandy, motion carried unanimously (5-0). Request will be forwarded to the Finance Committee for review at their next meeting.

3. **Building and Grounds Committee – 12th Elementary Design Reduction** - Mr.

Madagan moved to request the Board of Supervisors to consider including funds for bleachers and a community activity room in the proposed Snowden Bridge Elementary School for recreation use, second by Mr. Sandy, motion carried unanimously (5-0). Parks and Recreation staff is meeting with Frederick County Public School staff to determine an estimated cost to be considered.

4. Athletic Field Use Policy Update - Mr. Sandy moved to adopt the Athletic Field Use Policy (500.01), second by Mr. Madagan motion carried unanimously (5-0). The Athletic Field Use Policy is attached.

HUMAN RESOURCES COMMITTEE REPORT - APPROVED

Supervisor Ewing presented the Human Resources Committee Report.

The HR Committee met in the First Floor Conference Room at 107 North Kent Street at 8:00 a.m. on Friday, May 12, 2017. HR Committee members present were: Supervisors Bill Ewing, Chairman; and Blaine Dunn; Citizen Members Don Butler, Beth Lewin and Dorrie Greene. Others present were: Brenda Garton, County Administrator; Delois Blevins, HR Manager; and Delsie Jobe, Administrative Services Manager for the Department of Social Services, Sheriff Lenny Millholland; Rod Williams, County Attorney; Kris Tierney, Deputy County Administrator for Community Development; Sharon Kibler, Assistant Finance Director; Jennifer Place, Risk Manager/Budget Analyst; and Superintendent of Northwestern Regional Adult Detention Center, Mr. James Whitley.

*****Items Requiring Board Action*****

1. HR Policy Revision; VIII. Work Hours, Holidays, Leave, Section 8.3, Paid Time Off - Approved

The Committee reviewed the attached policy revision regarding employees who transfer to and from the Department of Social Services. Upon a motion by Don Butler, seconded by Beth Lewin, the Committee recommended approval of the policy revision; the motion was approved unanimously.

Upon a motion made by Supervisor Ewing, seconded by Supervisor Wells, the above request was approved to revise the HR policy.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye

Judith McCann-Slaughter Aye
Robert W. Wells Aye

2. Resolution of Appreciation - Approved

After discussion, Don Butler made a motion to include in Frederick County's administrative procedures, a process by which any full-time employee who retires from Frederick County with at least 25 years of continuous service be recognized by the Board of Supervisors and presented with a Resolution of Appreciation with a retroactive date of January 1, 2017. Beth Lewin seconded the motion; the Committee recommended approval; the motion was approved unanimously.

Upon a motion made by Supervisor Ewing, seconded by Supervisor Slaughter, the above request was approved to amend the HR administrative procedures.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr. Aye
Blaine P. Dunn Aye
Bill M. Ewing Aye
Gene E. Fisher Aye
Gary A. Lofton Aye
Judith McCann-Slaughter Aye
Robert W. Wells Aye

*****Items Not Requiring Action*****

1. HR Policy Revision; XV. Ethics, Section 15.4, Nepotism

The Committee reviewed the attached policy and how it is currently being interpreted. The discussion revolved around how the current policy relates to the State and Local Government Conflict of Interests Act. The Committee agreed that the standards of conduct for all employees be uniform and more research needs to be done by the County Attorney, County Administrator and Director of Human Resources to ensure compliance with the act and establishment of best practices appropriate for Frederick County.

There being no further business, the meeting was adjourned.

The next HR Committee meeting is scheduled for Friday, June 9, 2017 at 8:00 a.m.

FINANCE COMMITTEE REPORT - APPROVED

Supervisor Slaughter presented the Finance Committee Report.

A Finance Committee meeting was held in the First Floor Conference Room at 107 North Kent Street on Wednesday, May 17, 2017 at 8:00 a.m. All members were present. Items 1, 3 and 10 were approved under consent agenda.

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Lofton, Items 1, 3 and 10 were approved under the consent agenda.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

1. The Department of Social Services requests a General Fund supplemental appropriation in the amount of \$80,900. This amount represents net budget adjustments required for FY17. No additional local funds required. See attached information, p. 4 – 5. - **Approved Under Consent Agenda**

2. The Department of Social Services requests an FY18 General Fund supplemental appropriation in the amount of \$148,624. This amount represents fund for two full-time Family Services Specialists. No additional local funds required. The addition of the positions has been approved by the HR Committee and the BOS. See attached information, p. 6 – 9. The committee recommends approval. - **Approved**

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Wells, the above request was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

3. The Sheriff requests a General Fund supplemental appropriation in the amount of \$5,602.86. This amount represents reimbursements from the Treasury Department. No local funds required. See attached memos, p. 10 – 11. - **Approved Under Consent Agenda**

4. The Sheriff requests a General Fund supplemental appropriation in the amount of \$500. This amount represents a donation for the purchase of a K9 vest. No local funds required. See attached memo, p. 12 – 13. The committee recommends approval. - **Approved**

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Wells, the above request was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

5. Frederick County Public Schools requests a School Operating Fund supplemental appropriation in the amount of \$280,825.34. This amount represents grant funds for two preschool classrooms. No local funds are required. The committee recommends approval. See attached memo, p. 14. - **Approved**

Upon a motion made by Supervisor Slaughter, seconded by Vice Chairman Fisher, the above request was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

6. The NRADC Superintendent requests a NRADC Fund supplemental appropriation in the amount of \$450,000. This amount represents funds for unanticipated inmate medical expenses and has been approved by the Jail Authority. The committee recommends approval. See attached memo, p. 15. - **Approved**

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Wells, the above request was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye

Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

7. The VJCCCA Director requests a General Fund budget transfer in the amount of \$25,000. This amount represents unspent salaries to be used for client services. No additional local funds required. Transfer Policy requires BOS approval for transfers out of salary line items. See attached memo, p. 16. The committee recommends approval. - **Approved**

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Ewing, the above request was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

8. The Parks & Recreation Director requests an FY18 General Fund supplemental appropriation in the amount of \$197,000. This amount represents proffer funds to be used for the design and installation of parking and a trail at Frederick Heights Park. No additional local funds required. Requested additional information is attached, p. 17 – 18. The committee recommends approval. - **Approved**

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Wells, the above request was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

9. The Parks & Recreation Director requests discussion on an Abrams Creek Trail Resolution of Support. See attached information, p. 19 – 24. The committee recommends approval. - **Approved**

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Dunn, the above

request was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

10. The Parks & Recreation Director requests a General Fund supplemental appropriation in the amount of \$2,320. This amount represents an auto claim reimbursement. No local funds required. See attached memo, p. 25 – 26. - **Approved Under Consent Agenda**

11. The IT Director requests a General Fund budget transfer in the amount of \$40,000. This amount represents unspent salaries to be used for maintenance support and to mitigate issues with Active Directory. No additional local funds required. Transfer Policy requires BOS approval for transfers out of salary line items. See attached, p. 27 – 31. The committee recommends approval. - **Approved**

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Lofton, the above request was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

12. The IT Director requests an FY18 General Fund supplemental appropriation in the amount of \$56,000. This amount represents PEG funds to be used to update the presentation equipment in the BOS meeting room. No additional local funds required. This item was forwarded from the BOS IT Committee. See attached, p. 32 – 33. The committee recommends approval. - **Approved**

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Lofton, the above request was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye

Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Information Only

1. The Finance Director provides a Fund 10 Transfer Report for April 2017. See attached, p. 34.

2. The Finance Director provides an FY 2016 Fund Balance Report ending May 11, 2017. See attached, p. 35.

3. The Finance Director provides financial statements for the month ending April 30, 2017. See attached, p. 36 – 46.

4. The Government Finance Officers Association (GFOA) has awarded the County the Award for Outstanding Achievement for Outstanding Achievement in Popular Annual Financial Reporting for the June 30, 2016 Popular Annual Financial Report (PAFR). This is the 11th consecutive year that Frederick County has received this achievement. See attached, p. 47 – 48.

5. The Government Finance Officers Association (GFOA) has awarded the County the Award for Outstanding Achievement for Excellence in Financial Reporting for the June 30, 2016 Comprehensive Annual Financial Report (CAFR). This is the 31st consecutive year that Frederick County has received this achievement. See attached, p. 49.

6. The current Proffer Policy is provided. See attached, p. 50.

Supervisor Slaughter recognized and commended the Finance Department staff for their achievement in being awarded for Outstanding Achievement in Popular Annual Financial Reporting (PAFR) for the June 30, 2016 report. She stated this was the 11th consecutive year that Frederick County has received this award. She stated the County also received the award for Excellence in Financial Reporting for the June 30, 2016 Comprehensive Annual Financial Report (CAFR). This was the 31st consecutive year the department has received this award.

PLANNING COMMISSION BUSINESS

PUBLIC HEARING

PUBLIC HEARING - CONDITIONAL USE PERMIT #01-17 FOR BOWMAN

LIBRARY (SHENANDOAH MOBILE LLC) WIRELESS COMMERCIAL TELECOMMUNICATION FACILITY, SUBMITTED TO CONSTRUCT A WIRELESS TELECOMMUNICATIONS FACILITY CONSISTING OF A 165 FOOT TELECOMMUNICATION MONOPOLE TOWER WITH SUPPORTING EQUIPMENT IN A FENCED COMPOUND. THE PROPERTY IS LOCATED AT THE BOWMAN LIBRARY, 871 TASKER ROAD AND IS IDENTIFIED WITH PROPERTY IDENTIFICATION NUMBER 75B-A-1 IN THE SHAWNEE MAGISTERIAL DISTRICT. (CONTINUED PUBLIC HEARING FROM APRIL 12, 2017 BOARD OF SUPERVISORS MEETING.) - (RESOLUTION #078-17) - DENIED

Zoning Administrator Mark Cheran appeared before the Board and presented this conditional use permit request. He stated this request was for a conditional use permit to enable the construction of a 165-foot monopole-type commercial telecommunications facility. He stated that in addition the applicant requested a setback waiver. Should the Board of Supervisors find the waiver to the required setback acceptable; a motion to recommend approval of setback reduction of 43' to allow the tower to be 127' from the identified property line would be appropriate. He further stated this request was presented at a public hearing of the Board of Supervisors on April 12, 2017 and was postponed for thirty days with the public hearing to be continued. He went on to say should the Board of Supervisors find the use to be appropriate, staff would recommend approval with conditions. He further stated the applicant was present to answer any questions the Board may have.

Ed Donohue, legal counsel representing Shentel, addressed the Board and gave the background on this request. He stated Shentel customers presented a petition with over 350 names in support of this request. He stated they looked at various sites and the only viable site was the Bowman Library. He further stated there are more than 2,100 Sprint customers in this area. He stated service is deficient in this area and calls are being dropped. He stated there is a gap in coverage in this area and Shentel was attempting to cover that gap. He noted Shentel had

met with Dr. Silvester and that Supervisors Fisher and Wells were in attendance. He stated they had a good discussion but the parties are not in agreement as Shentel needs to address the coverage problem. He stated they felt they were able to reduce the size of the compound to a 40'x 40' and will proffer \$25,000 for site improvements at the library. He stated he provided copies of the NEPA report at the April meeting, as well as a shorter summary. He stated their proposal was in full compliance with Federal law. He stated they do have an issue with visibility. He stated the tower needs to be up in the air to be able to transmit its signal to the customers. He stated they reduced the height of the tower and felt the color of the paint and the fact the tower does not need to be lighted would help.

Vice Chairman Fisher asked about the petition and if they were all Shawnee District residents.

Lynn Koerner, Site Acquisition and Project Development Contractor for Shentel, addressed the Board and stated they could distinguish 103 names and addresses. He stated Shentel could determine the petition signatures covered to the South of Stephens City near the funeral parlor over to the tower at Sherando and near the water tank and Route 11.

Chairman DeHaven convened the public hearing.

Dr. Silvester, Shawnee District, addressed the Board and thanked Vice Chairman Fisher and Supervisor Wells for attending the meetings to discuss this request and he thanked Supervisor Slaughter for attending the planning meeting. He stated they have a petition of 422 signatures with 75% being Shawnee District, Stephens City based. The majority are in the Lakeside area. He stated that he, Harrington Smith, Ken Stiles and Ken Frey had fought hard to keep this tract of land from commercial development. He stated he is not in agreement with for profit enterprises on public land; it would set a precedent. He stated he felt the parks are sacred

grounds and requested the Board to please vote no on this application. He further stated the US Fisheries recommend, but did not require, that a cell tower should not be built near a lake. He stated the lake is an eco-system and needs to be protected. He thanked the Board for listening to him and would accept whatever decision they make.

Kari Jones, resident of Stephens City and manager of the Sprint store in Winchester, addressed the Board and stated they have multiple customers that have asked for more service in this area. She asked what would happen when Stephens City grows; people cannot call out to 911. She asked the Board to consider approving this request.

Treasa Vogel, Shawnee District, addressed the Board and implored them to deny this request. She stated that some citizens have said it is an issue of better service but that she has not had any trouble with coverage.

Jonathan Silvester, Shawnee District, addressed the Board in opposition to this request. He stated they have a petition with over 400 signatures opposing this application. He stated the Board could deny it based on aesthetics alone. He stated this tower does not belong between a library and a lake. He concluded by saying the Planning Commission recommended denial of this request.

Marta Garcia, Opequon District, addressed the Board and stated she would like to have the tower in Stephens City and was in favor of this request.

Chris Olson, Back Creek District, addressed the Board and stated he planned to move to Stephens City and would like to see service improved in this area.

Nicholas Silvester, Shawnee District, addressed the Board and stated he was opposed to this request.

Shawn Garner, Shawnee District, addressed the Board and stated he was in favor of this

request. He stated he lived on Belle Haven Drive and that it was difficult to make a call from his house and he did not have a land line.

Tim and Darlene Davis, Shawnee District, addressed the Board and stated they would be in direct view of the tower; they would be less than 250' away and currently have a full view of the lake. They stated this would affect their property value and the aesthetics of this would affect them the rest of their lives. They stated they do not have a landline and they have no problem with cell service. They asked the Board to deny this request.

Danielle Good, Shawnee District, addressed the Board and stated she was in favor of the tower and that it would benefit the citizens in her complex.

Mike Roma and Maddie Roma (daughter), Shawnee District, addressed the Board and stated they are opposed to this request. They stated this was a community area and that this proposed location was more than just a piece of land.

Mya White Sparks, Shawnee District, addressed the Board and stated here opposition to this request. She stated she felt the Board of Supervisors would be justified to say no; they have to draw the line somewhere. She stated the Planning Commission recommended denial.

Debra Silvester, Shawnee District, addressed the Board and stated she was opposed to this request. She stated the view of the trees and lake were part of the reasons why she moved to this area.

Ken Burks, Shawnee District, addressed the Board and stated he was opposed to this request. He stated this would ruin the Lakeside area.

Jason Wisemer, Shawnee District, addressed the Board and stated he was in favor of this request. He stated for him it was a communication safety issue. He stated he did not have a landline and that his son had tried to reach him and could not. He stated service is needed.

Ruth Jimenez, Shawnee District, addressed the Board and stated she was opposed to this request. She stated communication is a priority as she is deaf. She stated her children are home schooled and use the library and she did not want to see a tower there. She further stated she felt it would create health issues and asked the Board to vote no.

Dana Harmon Keith, Shawnee District, addressed the Board and stated she was opposed to this request. She stated she uses the phone and data all of the time; Facebook, etc. due to being deaf and that video communication is vital. She stated she has Verizon and does not have any problem.

Dody Stottlemyer, Shawnee District, addressed the Board and stated she was opposed to this request. She stated she does not want the tower in view and asked the Board to deny this request.

Ken Frey, Shawnee District, addressed the Board and stated he was opposed to this request. He stated he could not believe the Board was considering placing a tower, a piece of commercial equipment, by a library in a residential area. He stated he was concerned about radiation affecting people at the library and getting into the lake and water and stated there was nothing to filter out radiation.

Patsy Gochenour, Red Bud District, addressed the Board and stated she was opposed to this request. She stated in her opinion, based on involvement for fifty years, and involvement in education, communication is being lost to hand held devices. She stated education increases joy of living and learning and asked the Board to vote no.

Leo Smith, Shawnee District, addressed the Board and stated he was opposed to this request. He stated he felt Shentel had made it look like this area was the only option and he felt there were other commercial sites available and money was a factor.

Mike Stottlemyer, Shawnee District, addressed the Board and stated he was opposed to this request. He stated he serves on the Board of Directors of the Lakeside Homeowners Association and asked who would be responsible for fixing the fencing if it gets torn up.

There were no further public comments.

Chairman DeHaven closed the public hearing.

Ed Donohue addressed the Board and stated, with reference to the emissions, that was not in the Board's purview and could not be considered during deliberations and that Shentel was in Federal compliance. He stated they looked exhaustively at alternate sites and the need for service is there and the need would continue to be there. He stated they can make improvements to the landscaping and have proposed what they could to lessen the visibility of the tower.

Vice Chairman Fisher stated he appreciated the civility from everyone involved during all the meetings and during this process.

Upon a motion made by Vice Chairman Fisher, seconded by Supervisor Wells, conditional use permit #01-17 for Shenandoah Mobile LLC, and setback waiver request, for a wireless commercial telecommunication facility located at the Bowman Library, 871 Tasker Road, identified with property identification number 75B-A-1, in the Shawnee Magisterial District, was denied.

Resolution

**Denying Conditional Use Permit Application Number 01-17
of Shenandoah Mobile, LLC for a Telecommunications Tower Facility, and the Request of
Shenandoah Mobile, LLLC, for a Setback Waiver on Property Located at
871 Tasker Road, Tax Parcel Number 75B-A-1, in the Shawnee Magisterial District**

WHEREAS, on February 3, 2017, Shenandoah Mobile, LLC submitted Conditional Use Permit Application Number 01-17 ("the Application"), requesting approval of a Conditional Use Permit (CUP), pursuant to Frederick County Code § 165-204.19, for a telecommunications tower facility, on property located at 871 Tasker Road, Tax Parcel Number 75B-A-1 (Property), in the

Shawnee Magisterial District; and

WHEREAS, the Frederick County Planning Commission conducted a public hearing on the Application on March 1, 2017; and

WHEREAS, the Frederick County Planning Commission recommended denial of the Application on March 1, 2017, on a 9-1 vote; and

WHEREAS, the Board of Supervisors conducted a public hearing on the Application on April 12, 2017, continued to May 24, 2017; and

WHEREAS, the Property and the properties adjacent to the Property are in the Residential Performance (RP) Zoning District and, with the exception of the Bowman Library facility itself, which serves as a local cultural center for the community, the Property and the properties adjacent to the Property are used for predominantly residential purposes or are vacant; and

WHEREAS, the Board of Supervisors finds the requested use of the Property for a telecommunications tower facility is not in conformance with the Comprehensive Plan, for the following reasons:

- With respect to the County’s residential areas, the Plan encourages the inclusion of open space amenities, active, passive, and natural, located in close proximity to all dwellings, with an emphasis on the provision of usable open space for resident use and enjoyment; and
- The Property and the surrounding area are located within the area encompassed by the Southern Frederick Area Plan component of the Comprehensive Plan and the Southern Frederick Area Plan shows the Property as being planned for residential uses; and
- The Southern Frederick Area Plan also identifies recreational uses on and in the immediate vicinity of the Property, including along Lakeside Drive and around the lake located behind the Bowman Library; and
- The simulations presented by the Applicant of the proposed telecommunications tower facility reveal that the proposed site provides little, if any, screening for the proposed telecommunications tower facility, thereby leaving unobstructed and unsightly views of that facility from several different vantage points; and
- The Comprehensive Plan identifies the area in which the Property is located to remain residential in character; and
- The Applicant's statement regarding conformance with the Comprehensive Plan is particularly weak and unconvincing, as the Applicant acknowledges that telecommunications facilities are not specifically addressed in the Comprehensive

Plan, but asserts that it "feels that this proposed facility is in accordance with the design principals (sic) of the Urban Area," none of which are identified by the Applicant. The Applicant goes on to assert, in essence, that the proposed facility is in conformance with the Plan simply because many residents live in the area of the proposed facility and that "future growth is anticipated". The Board does not agree with the Applicant's vague rationale, which is intended to, but does not support its attempt to conclude that the proposed facility is in conformance with the Comprehensive Plan; and

- The Frederick County Planning Commission has not approved the proposed telecommunications tower facility under the provisions of Va. Code § 15.2-2232(A); and
- The Comprehensive Plan does not support the establishment of a 165-foot-tall telecommunications tower on the Property; and

WHEREAS, although commercial telecommunications facilities are permitted by conditional use permit in the RP District, such permission is expressly conditioned by § 165-204.19 of the Frederick County Zoning Ordinance on the proviso that, pursuant to § 15.2-2232(A) of the Virginia Code, the general location or approximate location, character, and extent of such facilities must be substantially in accord with the adopted Comprehensive Plan or part thereof and the Board finds that the Applicant has failed to establish compliance with the foregoing provisions and the Board further finds that the general location or approximate location, character, and extent of the telecommunications tower facility proposed in the Application is not substantially in accord with the adopted Comprehensive Plan or part thereof; and

WHEREAS, although commercial telecommunications tower facilities may be permitted with the approval of a conditional use permit in the RP District, such permission is also expressly conditioned by § 165-204.19 of the Frederick County Zoning Ordinance, which provides that, adjoining properties, surrounding residential properties, and scenic areas cannot be negatively impacted by the proposed facility, and the Board finds that adjoining properties, surrounding residential properties, and scenic areas would be negatively impacted by the proposed telecommunications tower facility based on the height of the proposed tower facility and the lack of adequate screening; and

WHEREAS, the Bowman Library serves as a local cultural center for the community and the requested use would be inconsistent with that function; and

WHEREAS, the height of the proposed telecommunications tower, 165 feet, is significantly greater than every structure in the immediate vicinity and, therefore, the proposed telecommunications tower facility is incompatible with and out of scale with the height all of the existing structures in the immediate vicinity of the proposed tower; and

WHEREAS, the telecommunications tower facility requested by the Applicant is proposed to set back 127 feet from the property line, while said facility is required by the applicable provisions

of the Frederick County Zoning Ordinance to set back at least 170 feet from the northern property line; and

WHEREAS, the Applicant has requested a waiver of 43 feet from the setback requirement to allow it to reduce the required setback from 170 feet to 127 feet from the northern property line; and

WHEREAS, while the Board may approve a setback waiver such as the waiver requested by the Applicant from the northern property line, it is under no obligation to approve any such waiver; and

WHEREAS, under the circumstances presented in the Application regarding the proposed establishment of a 165-foot-tall telecommunications tower facility on the Bowman Library site in a predominantly residential area, with little, if any, screening of that proposed facility, the Board should deny the foregoing setback waiver requested by the Applicant; and

WHEREAS, based on the Applicant's failure to secure approval of the foregoing setback waiver, the Application would not comply with the requirements of the Frederick County Zoning Ordinance; and

WHEREAS, the Property is located in an environmentally significant area, containing scenic landscape, scenic features, and habitat for various wildlife, and the requested use would be incompatible with and would negatively impact the area by detracting from the general viewshed of the area, especially in view of the height of the proposed facility and the lack of adequate screening of that facility;

NOW, THEREFORE, BE IT RESOLVED that the Frederick County Board of Supervisors does hereby deny the Applicant's setback waiver request for the proposed telecommunications tower facility; and

BE IT FURTHER RESOLVED that, based on the foregoing grounds, the Frederick County Board of Supervisors does hereby deny the Application, pursuant to Frederick County Code §165-204.19, for a 165-foot-tall telecommunications tower facility, on property located at 871 Tasker Road, Tax Parcel Number 75B-A-1, in the Shawnee Magisterial District.

Supervisor Wells stated he was involved in this process from the beginning and in the meetings and that he had been willing to listen to the citizens of Frederick County who lived in this area who wanted the tower. He stated he had received many calls opposing this request but other than tonight's speakers, no calls had been received in support of this request.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

PUBLIC HEARING - ORDINANCE AMENDMENT TO THE FREDERICK COUNTY CODE – CHAPTER 165 ZONING, ARTICLE I GENERAL PROVISIONS; AMENDMENTS; AND CONDITIONAL USE PERMITS, PART 101 – GENERAL PROVISIONS, §165-101.02 DEFINITIONS AND WORD USAGE. ARTICLE II SUPPLEMENTARY USE REGULATIONS, PARKING, BUFFERS, AND REGULATIONS FOR SPECIFIC USES, PART 204 - ADDITIONAL REGULATIONS FOR SPECIFIC USES, §165-204.15 COMMERCIAL SHOOTING AND ARCHERY RANGES, OUTDOOR, AND ADDITION OF SECTION §165-204.31 SPECIAL EVENT FACILITIES. ARTICLE IV AGRICULTURAL AND RESIDENTIAL DISTRICTS, PART 401 – RA RURAL AREAS DISTRICT, §165-401.02 PERMITTED USES, §165-401.03 CONDITIONAL USES. REVISIONS TO THE FREDERICK COUNTY ZONING ORDINANCE ON PERMITTED AND CONDITIONAL USES, SUPPLEMENTAL REGULATIONS AND DEFINITIONS OF NEW USES IN THE RA ZONING DISTRICT. – (RESOLUTION #079-17) - APPROVED

Planner Tyler Klein appeared before the Board and presented this proposed amendment. He stated this was a proposed amendment to Chapter 165, Zoning Ordinance, to allow additional by-right and conditional uses in the RA (Rural Areas) District. He stated this effort seeks to expand and clarify the opportunities available for small businesses and agritourism in the Rural Areas. He further stated in doing so, this effort was supportive of the goals and strategies expressed in the 2035 Comprehensive Plan for the County’s Rural Areas and for Agribusiness Development. He went on to say that in addition, it was responsive to requests and inquiries by stakeholders from the Rural Areas, and included feedback from the Virginia Tech Cooperative Extension and the Winchester-Frederick County Convention & Visitors Bureau. He stated staff drafted an amendment to the RA Zoning District to include additional permitted uses, including agritourism, commercial stables/equestrian facilities, cut-

your-own tree farms and on-premises wayside stands accessory to a bona fide farm; and conditional uses including farm stays, special event facilities, commercial archery ranges, ice cream parlors, bakeries and craft/gift shops. He further stated staff also drafted supplementary use regulations that would apply to special event centers as well as new definitions. Mr. Klein further stated the DRRC discussed this item at their January and February 2017 meetings and agreed with the proposed changes and the item was forwarded to the Planning Commission for discussion. He stated the Planning Commission discussed this item on March 15; the Board of Supervisors discussed this item on April 12 and voiced support of the proposed changes and sent the amendment forward for public hearing. The Planning Commission held a public hearing on the proposed amendment on May 3 and also voiced support for the process to include additional uses being of benefit to rural property and business owners in the County. He concluded by stating a decision by the Board of Supervisors on this proposed Zoning Ordinance text amendment was requested.

Vice Chairman Fisher asked if the equine facilities would need a conditional use permit.

Mr. Klein replied no.

Chairman DeHaven convened the public hearing.

There were no public comments.

Chairman DeHaven closed the public hearing.

Upon a motion made by Supervisor Lofton, seconded by Supervisor Wells, the ordinance amendment was approved as presented.

**AN ORDINANCE AMENDING THE FREDERICK COUNTY CODE
CHAPTER 165, ZONING**

**ARTICLE I
GENERAL PROVISIONS; AMENDMENTS; AND CONDITIONAL USE PERMITS**

PART 101 – GENERAL PROVISIONS
§165-101.02. DEFINITIONS AND WORD USAGE

ARTICLE II
SUPPLEMENTARY USE REGULATIONS, PARKING, BUFFERS, AND
REGULATIONS FOR SPECIFIC USES
PART 204 – ADDITIONAL REGULATIONS FOR SPECIFIC USES
§165-204.15 COMMERCIAL SHOOTING AND ARCHERY RANGES, OUTDOOR.

ARTICLE IV
AGRICULTURAL AND RESIDENTIAL DISTRICTS
PART 401 – RA RURAL AREAS DISTRICT
§165-401.01 PURPOSE AND INTENT
§165-401.02 PERMITTED USES
§165-401.03 CONDITIONAL USES

WHEREAS, an ordinance to amend Chapter 165, Zoning to allow additional by-right and conditional uses in the RA (Rural Areas) District was considered; and

WHEREAS, the Planning Commission held a public hearing on this ordinance on May 3, 2017; and

WHEREAS, the Board of Supervisors held a public hearing on this ordinance on May 24, 2017; and

WHEREAS, the Frederick County Board of Supervisors finds that the adoption of this ordinance to be in the best interest of the public health, safety, welfare, and in good zoning practice; and

NOW, THEREFORE, BE IT ORDAINED by the Frederick County Board of Supervisors that **Chapter 165, Zoning, is amended to modify Article I, General Provisions; Amendments; and Conditional Use Permits, Part 101 – General Provisions, §165-101.02 Definitions and Word Usage; Article II – Supplementary Use Regulations for Specific Uses, Part 204 – Additional Regulations For Specific Uses, §165-204.15 Commercial Shooting and Archery Ranges, Outdoor; and Article IV, Agricultural and Residential Districts, Part 401 – RA Rural Areas District, §165-401.01 – Purpose and Intent, §165-401.02 – Permitted Uses, §165-401.03 Conditional Uses** to amend Chapter 165, Zoning, to allow additional by-right and conditional uses in the RA (Rural Areas) District.

Article I

General Provisions; Amendments; and Conditional Use Permits Part 101 – General Provisions

§ 165-101.02. Definitions and Word Usage.

FARM STAY – Any guest accommodation on a working farm. In addition to overnight accommodations

on site, guests may participate in rural activities including farming, animal husbandry, ranching, harvest-your-own-activities, natural activities and attractions.

AGRITOURISM - Any activity carried out on a farm or ranch that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy rural activities, including farming, wineries, ranching, historical, cultural, harvest-your-own activities, or natural activities and attractions. An activity is an agritourism activity whether or not the participant paid to participate in the activity.

STABLE, COMMERCIAL - A building, group of buildings, or use of land, or any combination thereof, where, for compensation, whether monetary or goods, provision is made for horses or ponies for hire or instruction in riding.

SPECIAL EVENT FACILITY - A facility or site utilized for events that are typically conducted on a single day, but which may be conducted for up to three (3) consecutive days, for which attendance is permitted only by invitation or reservation; special events include, but are not limited to, meetings, conferences, banquets, dinners, weddings and private parties.

Article II

SUPPLEMENTARY USE REGULATIONS, PARKING, BUFFERS, AND REGULATIONS FOR SPECIFIC USES

Part 204 – Additional Regulations for Specific Uses

§ 165-204.15 Commercial shooting and archery ranges, outdoor.

Outdoor shooting and archery ranges shall be allowed only with a conditional use permit. Where outdoor shooting and archery ranges are allowed, zoning district separation buffers and screens, Category C as described by this chapter, shall be provided in relation to surrounding properties containing residential uses. In no case shall a shooting range be located within 1,000 feet of any residence located on surrounding parcels of land. In no case shall an archery range be located within 300 feet of any residence located on surrounding parcels of land. Application for a conditional use permit shall include plans for appropriate site layout and design to protect the safety of the public. Such plans shall include berms and other protective features. All outdoor shooting and archery ranges shall be supervised at all times by qualified personnel.

§ 165-204.31. Special event facilities.

Special events facilities where allowed in the RA (Rural Areas) District, shall be subject to the following requirements:

- A. An illustrative sketch plan in accordance with the requirements of Article VIII shall be submitted with the Conditional Use Permit application. This plan shall identify: access for the facility, the location of all parking areas, the location and square footage for all structure(s) to be used, and the location of sewage disposal facilities.

- B. All structures associated with a special events facility shall require a building permit.**
- C. All parking spaces and travel aisles shall be graveled. The Board of Supervisors may require through the Conditional Use Permit process that all travel aisles and/or parking spaces be paved with a minimum double prime and seal or alternative dust free surface.**
- D. Portable toilets shall be permitted for special event facilities, provided that they are screened from all adjoining properties and roads by topography, structures or new or existing landscaping.**
- E. Special events facilities that share a private access easement with another property owner/s, must show the easement allows a use of this type or written permission must be obtained by the sharing parties.**

**ARTICLE IV
AGRICULTURAL AND RESIDENTIAL DISTRICTS**

Part 401 – RA Rural Areas District

§ 165-401.01 Purpose and intent.

- A. The purpose of the rural area regulations is to preserve large, open parcels of land, tree cover, scenic views, sensitive environmental areas and prime agricultural and locally significant soils. The regulations provide for a variation in lot size, at a density not to exceed one unit per five acres. The varying lot size is permitted in order to facilitate designs that blend in with the existing and scape and preserve some larger tracts of undeveloped land in order to maintain the rural character of the County, as well as provide a choice to home buyers.
- B. The regulations are intended to reduce environmental impacts, such as soil erosion, by requiring development which is sensitive to the existing features of the natural terrain and by reducing the amount of clearing needed for roads. Diversity and originality in lot layout are encouraged in order to achieve the best possible relationship between the development and the land. Individual lots and streets should be designed to minimize alteration of the natural site features, relate positively to surrounding properties and protect the views from surrounding areas. It is intended that by allowing flexibility in the subdivision design, while at the same time requiring that environmental concerns be addressed, a more attractive, environmentally sound and economically viable development will result.

§ 165-401.02 Permitted uses.

Structures and land shall be used for one of the following uses:

- A. Agriculture, farming, dairies, animal husbandry, and forestry.
- B. Orchards, horticulture and the production of nursery stock and products.

- C. Single-family dwellings.
- D. Mobile homes.
- E. Schools (without residential component).
- F. Public parks and playgrounds.
- G. Churches.
- H. Home occupations (as defined).
- I. Natural conservation areas.
- J. Winchester Airport.
- K. Group homes.
- L. Fire stations, companies and rescue squads.
- M. Frederick County sanitary landfill.
- N. Commercial and institutional cemeteries with or without funeral homes or cemetery office complexes.
- O. Post offices.
- P. Radio and television towers and their accessory buildings.
- Q. Public utility generating, booster or relay stations, transformer substations, transmission lines and towers, pipes, meters and other facilities, railroad facilities and sewer and water facilities and lines owned by public utilities, railroad companies or public agencies.
- R. Required off-street parking.
- S. Oil and natural gas exploration, provided that the following requirements are met:
 - (1) All requirements of the Code of Virginia, as amended, and all applicable federal, state and local regulations shall be met.
 - (2) A site plan shall be reviewed and approved meeting all requirements of the Frederick County Code.
 - (3) Approval of the site plan and use shall be for 90 days, with subsequent renewals being approved by the Board of Supervisors.
 - (4) In order to begin extraction of the resource, a rezoning to the EM Extractive Manufacturing Zoning District will be required.
- T. Museums, parks or historic sites used for educational or historic preservation purposes.
- U. Business signs.
- V. Signs allowed in § 165-201.06B.
- W. Accessory uses.
- X. Poultry farms and hatcheries and egg production.
- Y. Fish hatcheries and fish production.
- Z. Hog farming. It shall be unlawful for any person to have or maintain or to permit to be erected, in the County, any hog pen that is located closer than 200 feet to a residence or an adjoining property that is used for human habitation.
- AA. Government services office.
- BB. Residential subdivision identification signs.
- CC. Farm Wineries.
- DD. Temporary family health care structure.
- EE. Farm breweries.
- FF. Farm distilleries.
- GG. Agritourism.**
- HH. Commercial stables, equestrian facilities and commercial riding facilities.**
- II. Cut-your-own Christmas tree and evergreen tree.**
- JJ. On-premise wayside stand, roadside stand, or wayside market, accessory to a bona fide**

operating farm.

§ 165-401.03 Conditional uses.

The following uses of structures and land shall be allowed only if a conditional use permit has been granted for the use:

- A. Bed and Breakfasts, ***Farm Stay***
- B. Country clubs, with or without banquet facilities.
- C. Manufacture or sale of feed and other farm supplies and equipment.
- D. Fruit packing plants.
- E. Off-premise farm markets.
- F. Off-premises wayside stands.
- G. Country general stores.
- H. Service stations.
- I. Antique shops.
- J. Restaurants.
- K. Kennels.
- L. Petting farms.
- M. Television or radio stations.
- N. Motels.
- O. Auction houses.
- P. Campgrounds, tourist camps, recreation areas and resorts.
- Q. Commercial outdoor recreation, athletic or park facilities.
- R. Nationally chartered fraternal lodges or civic clubs, social centers and their related facilities.
- S. Sawmills and planing mills, Type B.
- T. Ambulance services.
- U. Retailing or wholesaling of nursery stock and related products.
- V. Landscape contracting businesses.
- W. Public garages without body repair, provided that the following conditions are met:
 - (1) All repair work shall take place entirely within an enclosed structure.
 - (2) All exterior storage of parts and equipment shall be screened from the view of surrounding properties by an opaque fence or screen at least six feet in height. This fence or screen shall be adequately maintained.
- X. Public garages with body repair, provided that the following conditions are met:
 - (1) All repair work shall take place entirely within an enclosed structure.
 - (2) All exterior storage of parts and equipment shall be screened from the view of surrounding properties by an opaque fence or screen at least six feet in height. This fence or screen shall be adequately maintained.
- Y. Sand, shale and clay mining, provided that the following conditions are met:
 - (1) All mining shall be above the mean, existing grade level of a parcel of land.
 - (2) All mining operations shall meet all applicable requirements of state and federal agencies.
 - (3) Such mining operations shall meet the landscaping and screening requirements, supplementary regulations, height, area and bulk regulations and site plan requirements contained in the EM Extractive Manufacturing District regulations.
- Z. Cottage occupations (as defined).
- AA. Cottage occupation signs.
- BB. Veterinary office, clinic or hospital, including livestock services.

- CC. Day-care facilities.
- DD. Humanitarian aid organizational office
- EE. Schools (with residential component).
- FF. Fruit and vegetable stands (SIC 5431).
- GG. Blacksmith shops (SIC 7699).
- HH. Farriers (SIC 7699).
- II. Horseshoeing (SIC 7699).
- JJ. Taxidermists (SIC 7699).
- KK. Welding Repair (SIC 7692).
- LL. Flea Markets, Operated Indoors or Outdoors.
- MM. Treatment Home.

NN. Special event facility.

OO. Commercial shooting and archery ranges (indoor or outdoor).

PP. Ice cream parlor or bakery.

QQ. Craft and gift shops.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

PUBLIC HEARING - ORDINANCE AMENDMENT TO THE FREDERICK COUNTY CODE – CHAPTER 165 ZONING, ARTICLE IV AGRICULTURAL AND RESIDENTIAL DISTRICTS, PART 401 – RA RURAL AREAS DISTRICT, §165-401.07 SETBACK REQUIREMENTS. REVISIONS TO THE FREDERICK COUNTY ZONING ORDINANCE ON THE REDUCTION OF THE REQUIRED SETBACK FOR ACCESSORY STRUCTURES ON PRIVATE RIGHT-OF-WAYS. – (RESOLUTION #080-17) - APPROVED

Planner Tyler Klein appeared before the Board and presented this proposed amendment. He stated this was a proposed amendment to Chapter 165, Zoning Ordinance, to reduce the required front setback off of private right-of-ways in the RA (Rural Areas) District for accessory structures. He stated currently the setback off of a right-of-way in the RA District is 60 feet for both public and private roadways. He stated staff drafted a revision to the Zoning Ordinance to reduce the required front setback for accessory uses and structures

adjacent to private right-of-ways from 60 feet to 45 feet. He further stated the DRRC discussed this item at their January 2017 meeting and agreed with the proposed change and the item was forwarded to the Planning Commission for discussion. He stated the Planning Commission discussed this item on March 15; the Board of Supervisors discussed this item on April 12; the Board of Supervisors voiced support of the proposed changes and sent the amendment forward for public hearing. The Planning Commission held a public hearing on the proposed amendment in May and recommended approval. He concluded by saying a decision by the Board of Supervisors on this proposed Zoning Ordinance text amendment was requested.

Supervisor Wells asked if the 45 foot setback was for private roads.

Mr. Klein replied yes.

Supervisor Lofton asked if this would be regulated by a homeowners' association.

Mr. Klein replied no, it would be dealt with privately.

Chairman DeHaven convened the public hearing.

Alan Morrison, Gainesboro District, appeared before the Board and stated the presentation was clear using the graphics.

There were no further public comments.

Chairman DeHaven closed the public hearing.

Upon motion made by Supervisor Lofton, seconded by Supervisor Dunn, the above ordinance amendment was approved.

**AN ORDINANCE AMENDING THE FREDERICK COUNTY CODE
CHAPTER 165, ZONING**

**ARTICLE IV
AGRICULTURAL AND RESIDENTIAL DISTRICTS**

**PART 401 – RA RURAL AREAS DISTRICT
§165-401.07 SETBACK REQUIREMENTS**

WHEREAS, an ordinance to amend Chapter 165, Zoning to reduce the required front setback off of a private right-of-way in the RA (Rural Areas) District for accessory structures from 60 feet to 45 feet was considered; and

WHEREAS, the Planning Commission held a public hearing on this ordinance on May 3, 2017; and

WHEREAS, the Board of Supervisors held a public hearing on this ordinance on May 24, 2017; and

WHEREAS, the Frederick County Board of Supervisors finds that the adoption of this ordinance to be in the best interest of the public health, safety, welfare, and in good zoning practice; and

NOW, THEREFORE, BE IT ORDAINED by the Frederick County Board of Supervisors that **Chapter 165, Zoning, is amended to modify Article IV, Agricultural and Residential Districts, Part 401 – RA Rural Areas District, §165-401.07 Setback Requirements;** to amend Chapter 165, Zoning, to reduce the required front setback off of a private right-of-way in the RA (Rural Areas) District for the accessory structures from 60 feet to 45 feet.

**Article IV
Agricultural and Residential Districts
Part 401 RA Rural Areas District**

§ 165-401.07 Setback requirements.

The following setback requirements shall apply to all parcels within the RA Rural Areas Zoning District:

- A. Setbacks for all lots other than rural preservation lots shall be as set out below.
 - (1) Front Setbacks. The front setback for any principle ~~or accessory~~ use or structure shall be 60 feet from the property line or right-of-way of the street, road or ingress/egress easement.
 - (2) Side or rear setbacks. The minimum side or rear setback for any principle use or structure shall be determined by the primary use of the adjoining parcel as follows:

Adjoining Parcel Size	Setback (Side and Rear) (feet)
6 acres or less	50
More than 6 acres	100
Agricultural and Forestal District, 6 acres or less	50

Agricultural and Forestal District, more than 6 acres	200
Orchard (regardless of parcel size)	200

B. Rural Preservation Lots. The minimum setbacks from rural preservation lot lines which adjoin other rural preservation lots shall be as set out below. Side and rear setbacks from rural preservation lot lines which adjoin any parcel other than another rural preservation lot shall be determined by § 165-401.07A (2) of this chapter.

- (1) Front setback. The front setback for any principal ~~or accessory~~ use or structure shall be 60 feet from the right-of-way of any existing state-maintained road and 45 feet from the right- of-way of any existing private ingress/egress easement or state-maintained road constructed to serve the subdivision.
- (2) Side setback. No principal use or structure shall be located closer than 15 feet from any side lot line.
- (3) Rear setback. No principal use or structure shall be located closer than 40 feet from any rear lot line.

C. ~~(Reserved)~~ Accessory uses. The minimum setback for any accessory use or structure shall be ~~15 feet from any side or rear property line of a traditional five-acre lot or any side or rear property line of a rural preservation lot, as follows:~~

- (1) 60 feet from the edge of right-of-way of any public street or roadway owned and maintained by VDOT.
- (2) 45 feet from the edge of right-of-way of any private right-of-way or ingress/egress easement.
- (3) 15 feet from any side or rear property line.

D. ~~(1)~~ One non-habitable accessory structure that meets the minimum setbacks for an accessory use may be located on a lot prior to the construction of a principal structure. This accessory structure shall not be permitted to contain any residential uses prior to the construction of the primary structure on the lot and shall be a maximum of 650 square feet in size.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

BOARD LIAISON REPORTS

There were no Board Liaison Reports.

CITIZEN COMMENTS

Patsy Gochenour, Red Bud District, appeared before the Board and stated she valued her vote and attended the Republican mass meeting held on May 22, 2017 as she just wanted to vote for one of the Republican candidates for the Red Bud District Board of Supervisors but could not vote unless she signed the pledge that was on the paperwork. She did not sign and therefore had to leave the meeting.

BOARD OF SUPERVISORS COMMENTS

Supervisor Dunn stated there were 5000 people that voted for the Republican president and congressman in the last election and there were less than 200 people that voted in the local Republican mass meeting, so in order to allow more people to vote, he would favor a primary. He stated he felt the more of an opportunity the citizens had to vote, the better.

ADJOURN

UPON MOTION MADE BY VICE CHAIRMAN FISHER, SECONDED BY SUPERVISOR EWING, THERE BEING NO FURTHER BUSINESS TO COME BEFORE THIS BOARD, THE MEETING WAS ADJOURNED. (8:39 P.M.)

MINUTES
CLOSESD SESSION
AND
REGULAR MEETING
FREDERICK COUNTY BOARD OF SUPERVISORS
JUNE 14, 2017

A Closed Session and Regular Meeting of the Frederick County Board of Supervisors were held on Wednesday, June 14, 2017, beginning at 4:00 P.M., in the Board of Supervisors' Meeting Room, 107 North Kent Street, Winchester, Virginia.

PRESENT

Chairman Charles S. DeHaven, Jr.; Vice-Chairman Gene E. Fisher; Blaine P. Dunn; Bill M. Ewing; Gary A. Lofton; Judith McCann-Slaughter; and Robert W. Wells.

CALL TO ORDER

Chairman DeHaven called the meeting to order.

CLOSED SESSION

Upon a motion by Vice-Chairman Fisher, seconded by Supervisor Lofton, the Board of Supervisors convened in closed session pursuant to Section 2.2-3711 A (1) of the Code of Virginia, 1950, as Amended, for discussion of personnel matters, specifically, the annual evaluation of the County Administrator and the County Attorney; and pursuant to Section 2.2-3711 A (3) of the Code of Virginia, 1950, as Amended, for discussion or consideration of the acquisition of real property for a public purpose, and of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Upon a motion by Vice-Chairman Fisher, seconded by Supervisor Ewing, the Board of

Supervisors came out of closed session and reconvened in open session.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Upon a motion by Vice-Chairman Fisher, seconded by Supervisor Dunn, the Board certified that to the best of each Board Member's knowledge that only personnel matters, specifically the annual evaluation of the County Administrator and the County Attorney, pursuant to Section 2.2-3711 A (1) of the Code of Virginia, 1950, as amended, and consideration concerning the acquisition of real property for a public purpose, and of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board, pursuant to Section 2.2-3711 A (3) of the Code of Virginia, 1950, as amended, were discussed.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Upon a motion made by Vice Chairman Fisher, seconded by Supervisor Slaughter, the Board certified the evaluations of the County Administrator and County Attorney.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
-------------------------	-----

Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Chairman DeHaven announced the Board would recess until its 7:00 P.M. regular meeting.

REGULAR MEETING - CALL TO ORDER

Chairman DeHaven called the meeting to order.

INVOCATION

Vice Chairman Fisher delivered the invocation.

PLEDGE OF ALLEGIANCE

Supervisor Lofton led the Pledge of Allegiance.

ADOPTION OF AGENDA – APPROVED

County Administrator Brenda Garton stated there were no changes to the agenda.

Upon a motion made by Supervisor Ewing, seconded by Vice Chairman Fisher, the Board approved the agenda by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

CONSENT AGENDA - APPROVED

Upon a motion made by Supervisor Slaughter, seconded by Supervisor Lofton, the Board approved the following items under the consent agenda:

- Minutes – Closed Session and Regular Meeting of April 26, 2017 - Tab A;
- Resolutions on Behalf of Shenandoah University - Tab C;
- Request to Schedule a Public Hearing on the Conveyance of Security Drive – Tab D;
- Transportation Committee Report – Tab E.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

CITIZEN COMMENTS

There were no citizen comments.

BOARD OF SUPERVISORS COMMENTS

There were no Board of Supervisors’ comments.

MINUTES – APPROVED UNDER CONSENT AGENDA

The minutes of the Closed Session and Regular Meeting of April 26, 2017 were approved under the consent agenda.

COUNTY OFFICIALS

COMMITTEE APPOINTMENTS

DAN MARTIN, JAMES E. RICHARD, JR. AND KAREN B. HELM REAPPOINTED TO THE WINCHESTER-FREDERICK COUNTY TOURISM BOARD - APPROVED

Upon a motion made by Supervisor Ewing, seconded by Supervisor Wells, Dan Martin, James E. Richard, Jr. and Karen B. Helm were reappointed, contingent upon approval by the City of Winchester, to the Winchester-Frederick County Tourism Board for a three year term,

said term to expire June 30, 2020.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

GENE E. FISHER REAPPOINTED TO THE FREDERICK COUNTY CONSERVATION EASEMENT AUTHORITY AS A BOARD OF SUPERVISORS REPRESENTATIVE - APPROVED

Upon a motion made by Supervisor Lofton, seconded by Supervisor Slaughter, Gene E. Fisher was reappointed to the Frederick County Conservation Easement Authority, as a Board of Supervisors representative, for a three year term, said term to commence August 24, 2017 and expire August 24, 2020.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

RESOLUTIONS (#081-17 AND #082-17) ON BEHALF OF SHENANDOAH UNIVERSITY – APPROVED UNDER CONSENT AGENDA

RESOLUTION (#081-17) OF THE BOARD OF SUPERVISORS OF FREDERICK COUNTY, VIRGINIA CONCURRING WITH A FINANCING TO BE UNDERTAKEN BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE TOWN OF MOUNT JACKSON, VIRGINIA, TO BENEFIT SHENANDOAH UNIVERSITY

WHEREAS, the Economic Development Authority of the Town of Mount Jackson, Virginia (the “Authority”), has received an application from Shenandoah University, a not-for-profit

Virginia non-stock corporation (the “University”), requesting the Authority to issue its Educational Facilities Revenue Bond in an aggregate principal amount not to exceed \$10,000,000 (the “Bond”) to finance (1) the Project, as described on Exhibit A, and (2) issuance expenses incurred in connection with the issuance of the Bond;

WHEREAS, Section 15.2-4905 of the Code of Virginia of 1950, as amended (the “Virginia Code”), states that an industrial development authority may not finance facilities in another jurisdiction that has created its own industrial development authority “unless the governing body of such county, city or town in which the facilities are located or are proposed to be located, concurs with the inducement resolution adopted by the Authority, and shows such concurrence in a duly adopted resolution;”

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”) requires that the governmental unit having jurisdiction over the area in which any facility financed with the proceeds of the Bond is located approve the issuance of such Bond;

WHEREAS, Section 147(f) of the Internal Revenue Code requires that any such approval by the applicable governmental unit be given after a public hearing following reasonable public notice, which hearing may be held by the public authority issuing the Bond;

WHEREAS, on June 13, 2017, in accordance with the requirements of Section 147(f) of the Internal Revenue Code and Section 15.2-4906 of the Virginia Code, the Authority held a public hearing and adopted a resolution (the “Resolution”), a copy of which has been filed with the records of the Clerk of the Board of Supervisors of the County; and

WHEREAS, the University has requested the Board of Supervisors of the County to express its concurrence with the Resolution so that a portion of the net proceeds of the Bond may be loaned to the University to finance such portions of the Project to be located in the County.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FREDERICK COUNTY, VIRGINIA:

1. The Board of Supervisors hereby approves the issuance of the Bond by the Authority for the benefit of the University, as required by Section 147(f) of the Internal Revenue Code and Section 15.2-4906 of the Virginia Code, and concurs with the Resolution adopted by the Authority for the benefit of the University to the extent required by Section 15.2-4905 of the Virginia Code to permit the Authority to loan the proceeds of the Bond to the University to finance the portion of the Project to be located in the County.

2. The approval of the issuance of the Bond does not constitute an endorsement of the Bond or the creditworthiness of the University. As required by Section 15.2-4909 of the Virginia Code, the Bond shall provide that the County will have no obligation to pay the Bond or the interest thereon or other costs incident thereto.

3. All acts and doings of the officers of the County and members of the Board of

Supervisors that are in conformity with the purposes and intent of this resolution shall be, and the same hereby are, in all respects approved and confirmed.

4. This Resolution shall take effect immediately.

**RESOLUTION (#082-17) OF THE BOARD OF SUPERVISORS OF
FREDERICK COUNTY, VIRGINIA CONCURRING WITH A FINANCING TO BE
UNDERTAKEN BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE
TOWN OF WOODSTOCK, VIRGINIA, TO BENEFIT SHENANDOAH UNIVERSITY**

WHEREAS, the Economic Development Authority of the Town of Woodstock, Virginia (the “Authority”), has received an application from Shenandoah University, a not-for-profit Virginia non-stock corporation (the “University”), requesting the Authority to issue its Educational Facilities Revenue Bond in an aggregate principal amount not to exceed \$10,000,000 (the “Bond”) to finance (1) the Project, as described on Exhibit A, and (2) issuance expenses incurred in connection with the issuance of the Bond;

WHEREAS, Section 15.2-4905 of the Code of Virginia of 1950, as amended (the “Virginia Code”), states that an industrial development authority may not finance facilities in another jurisdiction that has created its own industrial development authority “unless the governing body of such county, city or town in which the facilities are located or are proposed to be located, concurs with the inducement resolution adopted by the Authority, and shows such concurrence in a duly adopted resolution;”

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”) requires that the governmental unit having jurisdiction over the area in which any facility financed with the proceeds of the Bond is located approve the issuance of such Bond;

WHEREAS, Section 147(f) of the Internal Revenue Code requires that any such approval by the applicable governmental unit be given after a public hearing following reasonable public notice, which hearing may be held by the public authority issuing the Bond;

WHEREAS, on June 6, 2017, in accordance with the requirements of Section 147(f) of the Internal Revenue Code and Section 15.2-4906 of the Virginia Code, the Authority held a public hearing and adopted a resolution (the “Resolution”), a copy of which has been filed with the records of the Clerk of the Board of Supervisors of the County; and

WHEREAS, the University has requested the Board of Supervisors of the County to express its concurrence with the Resolution so that a portion of the net proceeds of the Bond may be loaned to the University to finance such portions of the Project to be located in the County.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FREDERICK COUNTY, VIRGINIA:

1. The Board of Supervisors hereby approves the issuance of the Bond by the Authority

for the benefit of the University, as required by Section 147(f) of the Internal Revenue Code and Section 15.2-4906 of the Virginia Code, and concurs with the Resolution adopted by the Authority for the benefit of the University to the extent required by Section 15.2-4905 of the Virginia Code to permit the Authority to loan the proceeds of the Bond to the University to finance the portion of the Project to be located in the County.

2. The approval of the issuance of the Bond does not constitute an endorsement of the Bond or the creditworthiness of the University. As required by Section 15.2-4909 of the Virginia Code, the Bond shall provide that the County will have no obligation to pay the Bond or the interest thereon or other costs incident thereto.

3. All acts and doings of the officers of the County and members of the Board of Supervisors that are in conformity with the purposes and intent of this resolution shall be, and the same hereby are, in all respects approved and confirmed.

4. This Resolution shall take effect immediately.

REQUEST TO SCHEDULE A PUBLIC HEARING ON THE CONVEYANCE OF SECURITY DRIVE – (DATE OF JULY 12, 2017 SCHEDULED) - APPROVED UNDER CONSENT AGENDA

COMMITTEE REPORTS

TRANSPORTATION COMMITTEE REPORT – APPROVED UNDER CONSENT AGENDA

The Transportation Committee met on May 22, 2017 at 8:30 a.m.

Members Present

Gary Lofton – Chairman (voting)
Judith McCann-Slaughter (voting)
James Racey (voting)
Lewis Boyer (liaison Stephens City)
Gregory Unger (PC Liaison filling in for Gary Oates)

Members Absent

Mark Davis (liaison Middletown)
Barry Schnoor (voting)
Gene Fisher (voting)
Gary Oates (liaison PC)

*****Items Requiring Action*****

None.

*****Items Not Requiring Action*****

1. Interstate, Primary, and Secondary Road Plan Updates

This item was reviewed and recommended for approval by the Committee, but appears

independently on the Board of Supervisors agenda due to its status as a public hearing item.

2. County Projects Update

Snowden Bridge Boulevard:

Stub connection from Snowden Bridge Boulevard to Milburn Road is complete and that will be the last step of the project prior to requesting adoption into the State System of Highways.

Tevis Street Extension/Airport Road/I-81 Bridge:

Bridge design is ongoing and draft environmental documents for VDOT have been received. Bridge design has reached 75% and comments have been received. Pennoni is incorporating the recent round of comments on the TIA, as well as incorporating additional scenarios to evaluate a potentially reduced section for the Northern Y. The updated TIA is expected June 7, 2017. Comments have been received on the roundabout from the Roundabout Committee in Richmond and our consultant is working on addressing those.

Renaissance Drive:

TPOF agreements have been received from VDOT. Evaluating with the Board of Supervisors on the status of revenue sharing matching funds prior to beginning of design. Completing new project documentation for CSX through the County Attorney.

Valley Mill Road Realignment:

Private partner has indicated a desire not to continue the project. Staff is following up to clarify their intentions.

Coverstone Drive:

No activity at this time.

Jubal Early Drive Extension and Interchange with Route 37:

Staff has participated in a number of recent meetings regarding the status of previous design work and permits.

3. Other

Staff relayed Supervisor Fisher's concerns regarding VDOT's reluctance to use advance warning flashers that indicate when the signal ahead will be changing for signalized intersections with poor sight distance and noted it will be on an upcoming agenda.

Staff reported on their recent attendance at the I-81 Corridor Coalition and noted that it

was a very good event.

Progress of the Exit 310 construction project was also noted.

PUBLIC HEARING

PUBLIC HEARING - TWELVE MONTH OUTDOOR FESTIVAL PERMIT REQUEST OF CEDAR CREEK BATTLEFIELD FOUNDATION (PATRICK KEHOE). PURSUANT TO THE FREDERICK COUNTY CODE, CHAPTER 86, FESTIVALS; SECTION 86-3, PERMIT REQUIRED; APPLICATION; ISSUANCE OR DENIAL; FEE; PARAGRAPH D, TWELVE MONTH PERMITS. ALL EVENTS TO BE HELD ON THE GROUNDS OF CEDAR CREEK BATTLEFIELD FOUNDATION, 8437 VALLEY PIKE, MIDDLETOWN, VIRGINIA, BACK CREEK MAGISTERIAL DISTRICT. PROPERTY OWNED BY CEDAR CREEK BATTLEFIELD FOUNDATION - APPROVED

Patrick Kehoe, addressed the Board on behalf of this request and stated this land is core battlefield land and asked for approval of the permit request.

Supervisor Slaughter asked about the new event for kids that was part of this request.

Mr. Kehoe stated this was a new event this year for kids and would be held on the coming weekend.

Chairman DeHaven convened the public hearing.

There were no public comments.

Chairman DeHaven closed the public hearing.

Upon a motion made by Supervisor Lofton, seconded by Supervisor Wells, the twelve month outdoor festival permit request of Cedar Creek Battlefield Foundation was approved as presented.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye

Gary A. Lofton Aye
Judith McCann-Slaughter Aye
Robert W. Wells Aye

PLANNING COMMISSION BUISINESS

PUBLIC HEARING

PUBLIC HEARING - DRAFT UPDATE OF THE 2017-2018 FREDERICK COUNTY PRIMARY AND INTERSTATE ROAD IMPROVEMENT PLANS - THE PRIMARY AND INTERSTATE ROAD IMPROVEMENT PLANS ESTABLISH PRIORITIES FOR IMPROVEMENTS TO THE PRIMARY AND INTERSTATE ROAD NETWORKS WITHIN FREDERICK COUNTY. COMMENTS FROM THE TRANSPORTATION COMMITTEE WILL BE FORWARDED TO THE PLANNING COMMISSION AND BOARD OF SUPERVISORS. ULTIMATELY, THE PRIORITIES ADOPTED BY THE BOARD OF SUPERVISORS WILL BE FORWARDED TO THE COMMONWEALTH TRANSPORTATION BOARD FOR CONSIDERATION.

THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND THE BOARD OF SUPERVISORS FOR THE COUNTY OF FREDERICK, VIRGINIA, IN ACCORDANCE WITH SECTION 33.2-331 OF THE CODE OF VIRGINIA, WILL CONDUCT A JOINT PUBLIC HEARING. THE PURPOSE OF THIS PUBLIC HEARING IS TO RECEIVE PUBLIC COMMENT ON THE PROPOSED SIX YEAR PLAN FOR SECONDARY ROADS FOR FISCAL YEARS 2018 THROUGH 2023 IN FREDERICK COUNTY AND ON THE SECONDARY SYSTEM CONSTRUCTION BUDGET FOR FISCAL YEAR 2018. COPIES OF THE PROPOSED PLAN AND BUDGET MAY BE REVIEWED AT THE EDINBURG OFFICE OF THE VIRGINIA DEPARTMENT OF TRANSPORTATION, LOCATED AT 14031 OLD VALLEY PIKE, EDINBURG, VIRGINIA OR AT THE FREDERICK COUNTY OFFICES LOCATED AT 107 NORTH KENT STREET, WINCHESTER, VIRGINIA. ALL PROJECTS IN THE SECONDARY ROAD IMPROVEMENT PLAN THAT ARE ELIGIBLE FOR FEDERAL FUNDS WILL BE INCLUDED IN THE STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP), WHICH DOCUMENTS HOW VIRGINIA WILL OBLIGATE FEDERAL TRANSPORTATION FUNDS. PERSONS REQUIRING SPECIAL ASSISTANCE TO ATTEND AND PARTICIPATE IN THIS HEARING SHOULD CONTACT THE VIRGINIA DEPARTMENT OF TRANSPORTATION AT 1-800-367-7623 - APPROVED

Assistant Planning Director – Transportation John Bishop addressed the Board regarding this item. He stated this is an annual update and that the Secondary Road Plan requires a public

hearing per state code. He began by reviewing the Interstate Road Improvement Plan. He stated there were no significant changes to Exit 310 and that it had been updated from Phase I to Phase II. He stated with regard to the Primary Road Improvement Plan, there were no changes since last year.

Mr. Bishop stated that on the Secondary Road Improvement Plan, the major road project was Sulphur Springs Road. He stated the update included the re-ranking of projects and that Old Baltimore Road and Babbs Mountain Road were promoted to the scheduled list for non-hard surfaced roads. He concluded by saying the Transportation Committee and Planning Commission recommended approval of the plans.

Supervisor Dunn asked Mr. Bishop to explain how Sulphur Springs Road at the intersection of Greenwood Road would be affected.

Mr. Bishop stated it would improve sight distance.

Supervisor Dunn referred to the "s" curve intersecting, that there were a lot of accidents there, especially during inclement weather.

Mr. Bishop agreed; however, that was not a part of Sulphur Springs Road.

Supervisor Wells asked if there was any hope for Laurel Grove Road in the near future, as he drives that road a lot.

Mr. Bishop stated he would need to defer to VDOT; he thought it was 20-21 on the list for the first segment, but felt that was conservative.

Supervisor Wells stated he would also like to see something aggressive for Huddle Road.

Supervisor Ewing asked about the Six-Year Improvement Plan.

Mr. Bishop replied that is the Secondary Road Improvement Plan Smart Scale program. He stated it was a new state program; that new projects have to go through a new application

process for statewide funding and that it was a competitive process.

Supervisor Slaughter asked about Timberlakes Lane and Sir Johns Road on the Unscheduled Non-Hard Surfaced Road list. She noted they have significant traffic counts.

Mr. Bishop stated he would have to defer to VDOT.

Chairman DeHaven convened the public hearing.

There were no public comments.

Chairman DeHaven closed the public hearing.

Supervisor Ewing asked how roads are prioritized.

Mr. Bishop stated Frederick County adopted a qualitative process that considered the number of incidents, drainage, buses, width, etc. He stated roads with the highest scores get promoted. He stated the Board of Supervisors has the authority to change the process. He noted that every time funds become available, roads get re-qualified.

Supervisor Lofton stated that VDOT has complimented the county on the process they have.

Supervisor Ewing stated he felt the public should know how the process works.

Upon a motion made by Supervisor Lofton, seconded by Supervisor Wells, the Board approved the 2017-2018 Frederick County Interstate Road, Primary Road, and Secondary Road Improvement Plans.

**RESOLUTION (#083-17)
2017-2018 INTERSTATE ROAD IMPROVEMENT PLAN**

WHEREAS, the Frederick County Transportation Committee recommended approval of this plan on May 22, 2017; and,

WHEREAS, the Frederick County Planning Commission held a public hearing and recommended approval of this plan at their meeting on June 7, 2017; and,

WHEREAS, the Frederick County Board of Supervisors had previously agreed to assist in the preparation of this plan in accordance with the Virginia Department of Transportation's policies and procedures and participated in a public hearing on the proposed Plan, after being duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and,

WHEREAS, a representative of the Virginia Department of Transportation appeared before the Board during the public hearing and recommended approval of the 2017–2018 Interstate Road Improvement Plan and the Construction Priority List; and,

WHEREAS, the Frederick County Board of Supervisors support the priorities of the interstate road improvement projects for programming by the Commonwealth Transportation Board and the Virginia Department of Transportation;

NOW, THEREFORE, BE IT ORDAINED by the Frederick County Board of Supervisors as follows:

The 2017-2018 Interstate Road Improvement Plan appears to be in the best interest of the citizens of Frederick County and the Interstate Road System in Frederick County; and therefore, the Frederick County Board of Supervisors hereby approves the 2017-2018 Interstate Road Improvement Plan and Construction Priority List for Frederick County, Virginia as presented at the public hearing held on June 14, 2017.

RESOLUTION (#084-17)
2017-2018 PRIMARY ROAD IMPROVEMENT PLAN

WHEREAS, the Frederick County Transportation Committee recommended approval of this plan on May 22, 2017; and,

WHEREAS, the Frederick County Planning Commission held a public hearing and recommended approval of this plan at their meeting on June 7, 2017; and,

WHEREAS, the Frederick County Board of Supervisors had previously agreed to assist in the preparation of this plan in accordance with the Virginia Department of Transportation's policies and procedures and participated in a public hearing on the proposed Plan, after being duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and,

WHEREAS, a representative of the Virginia Department of Transportation appeared before the Board during the public hearing and recommended approval of the 2017–2018 Primary Road Improvement Plan and the Construction Priority List; and,

WHEREAS, the Frederick County Board of Supervisors support the priorities of the primary road improvement projects for programming by the Commonwealth Transportation Board and the Virginia Department of Transportation;

NOW, THEREFORE, BE IT ORDAINED by the Frederick County Board of Supervisors as follows:

The 2017-2018 Primary Road Improvement Plan appears to be in the best interest of the citizens of Frederick County and the Primary Road System in Frederick County; and therefore, the Frederick County Board of Supervisors hereby approves the 2017-2018 Primary Road Improvement Plan and Construction Priority List for Frederick County, Virginia as presented at the public hearing held on June 14, 2017.

RESOLUTION (#085-17)
2017-2018 SECONDARY ROAD IMPROVEMENT PLAN

WHEREAS, Section 33.2-331 of the 1950 Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Six-Year Road Plan; and,

WHEREAS, the Frederick County Transportation Committee recommended approval of this plan on May 22, 2017; and,

WHEREAS, the Frederick County Planning Commission held a public hearing and recommended approval of this plan at their meeting on June 7, 2017; and,

WHEREAS, the Frederick County Board of Supervisors had previously agreed to assist in the preparation of this plan in accordance with the Virginia Department of Transportation's policies and procedures and participated in a public hearing on the proposed Plan, after being duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and,

WHEREAS, a representative of the Virginia Department of Transportation appeared before the Board during the public hearing and recommended approval of the 2017-2018 Secondary Road Improvement Plan and the Construction Priority List; and,

WHEREAS, the Frederick County Board of Supervisors support the priorities of the secondary road improvement projects for programming by the Commonwealth Transportation Board and the Virginia Department of Transportation;

NOW, THEREFORE, BE IT ORDAINED by the Frederick County Board of Supervisors as follows:

The 2017-2018 Secondary Road Improvement Plan appears to be in the best interest of the

citizens of Frederick County and the Secondary Road System in Frederick County; and therefore, the Frederick County Board of Supervisors hereby approves the 2017-2018 Secondary Road Improvement Plan and Construction Priority List for Frederick County, Virginia as presented at the public hearing held on June 14, 2017.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gene E. Fisher	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

OTHER PLANNING ITEMS

RESOLUTION TO ALLOW TRANSFER OF DEVELOPMENT RIGHTS (TDR) TO BE UTILIZED FOR PROFFER PAYMENTS WITHIN THE VILLAGE AT MIDDLETOWN – POSTPONED FOR 30 DAYS

Chairman DeHaven stated he needed to abstain from discussion on this item and turned the gavel over to Vice Chairman Fisher.

Assistant Planning Director Candice Perkins addressed the Board and presented this item. She stated staff received a request from Dave Holliday Construction to allow the use of extinguished Transfer of Development Rights (TDRs) to serve as monetary proffer payments within the Village at Middletown. She stated this development is located within the Town of Middletown but has proffers payable to Frederick County per the Joint Agreement for the Administration of Proffers. She further stated the site was originally rezoned in 2006. The proffers were revised in 2017. She went on to say that with the 2017 proffer revision an allowance to utilize extinguished TDRs, subject to Board of Supervisors' approval, was included. Ms. Perkins stated that The Village at Middletown proffered the following monetary contribution:

- The Applicant shall contribute to the Town for transfer to the County the sum of \$13,952.06 per single family detached dwelling unit for capital improvements to capital facilities located at Middletown Elementary School, Robert E. Aylor Junior High School, Sherando High School, or any newly constructed capital school facility which serves school age children of the Town of Middletown, payable upon the issuance of an occupancy permit for each single family detached unit.

Per proffer 16.1 of the Village at Middletown – “Subject to approval by Frederick County, in lieu of the per unit monetary contributions for School Construction as provided above, the Applicant may extinguish a Transferrable Development Right (TDR) within Frederick County. No monetary proffers for School Construction shall be required for any dwelling unit constructed utilizing this method, but all remaining proffered commitments shall remain applicable to such dwelling units”.

She noted that proffer 16 stated the use of TDRs in lieu of the monetary contribution is subject to approval by the Board of Supervisors. She concluded by saying that, if approved, staff would oversee the severance and extinguishment of all TDRs utilized for the proffer payments.

Supervisor Ewing asked if the school construction total amount would be waived.

Ms. Perkins replied yes.

Supervisor Ewing asked how a TDR would benefit the County as opposed to money.

Ms. Perkins replied it would preserve rural land.

Supervisor Ewing stated no money would go to the schools.

Ms. Perkins replied yes.

Supervisor Lofton stated that this would keep land rural which means no houses would be built which means there would not be students for the school, etc.

Deputy County Administrator Kris Tierney stated that the concept of the TDR is taking the development from an area in which it is not preferable and applying those rights to an area where it is more preferable. He stated they have not seen a lot of this in Frederick County and that it creates more of a market for the development rights.

Supervisors Slaughter asked about the implications of HB 549.

Supervisor Lofton stated that this rezoning was already approved so new state legislation would not apply.

County Attorney Rod Williams stated that was correct.

Supervisor Dunn asked if the value of proffers change over time.

Supervisor Dunn stated that if there is no TDR and if a farmer had 100 acres in a more rural area, and the farmer built one house per acre, you would need public services once roads are built. He stated he was trying to understand the indirect cost to the county and the eventual direct cost.

Vice Chairman Fisher stated that by right, you would be relocating development from where you do not want it to where you do.

Supervisor Lofton stated that it was the prerogative of the Board to turn down another request that might come before them.

Supervisor Dunn stated that he had spoken to county staff and others and he would like to postpone this request for 30 days in order to get a better understanding of it.

Supervisor Slaughter stated that she would second the motion.

Supervisor Lofton stated that he did not see that a postponement was in the best interest as this has been in place. He stated the Board cannot determine the value; that is between the buyer and the seller.

Supervisor Dunn stated that he felt the TDR was a good program but was concerned about funds.

Supervisor Slaughter stated she concurred with Supervisor Lofton but felt that if a Supervisor needed more time to digest the issue that was her reason to second the postponement.

Upon a motion made by Supervisor Dunn and seconded by Supervisor Slaughter, the request for the transfer of development rights to be utilized for proffer payments within the Village at Middletown was postponed for 30 days.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Abstained
Blaine P. Dunn	Aye
Bill M. Ewing	Nay
Gene E. Fisher	Aye
Gary A. Lofton	Nay
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Vice Chairman Fisher returned the gavel to Chairman DeHaven.

BOARD LIAISON REPORTS

There were no Board Liaison Reports.

CITIZEN COMMENTS

There were no citizen comments.

BOARD OF SUPERVISORS COMMENTS

Supervisor Dunn spoke with reference to the recent graduations. He stated that Dr. Sovine treated each graduate special and that he represented the county schools well.

ADJOURN

UPON MOTION MADE BY VICE CHAIRMAN FISHER, SECONDED BY SUPERVISOR WELLS, THERE BEING NO FURTHER BUSINESS TO COME BEFORE THIS BOARD, THE MEETING WAS ADJOURNED. (7:52 P.M.)

**FREDERICK COUNTY BOARD OF
SUPERVISORS' MINUTES**

Special Meeting

June 21, 2017

A Special Meeting of the Frederick County Board of Supervisors was held on Wednesday, June 21, 2017 at 8:00 A.M., in the First Floor Conference Room, County Administration Building, 107 North Kent Street, Winchester, VA.

PRESENT

Charles S. DeHaven, Jr., Chairman; Gene E. Fisher, Vice-Chairman; Blaine P. Dunn; Bill M. Ewing; Gary A. Lofton; Judith McCann-Slaughter; and Robert W. Wells

CALL TO ORDER

Chairman DeHaven called the meeting to order.

CLOSED SESSION

Upon a motion by Vice-Chairman Fisher, seconded by Supervisor Ewing, the Frederick County Board of Supervisors convened in closed session pursuant to Virginia Code Section 2.2-3711 A (3) to for discussion or consideration of the acquisition of real property for a public purpose, and of the disposition of public held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board; and pursuant to Virginia Code Section 2.2-3711 A (1) to discuss personnel matters, specifically, the appointment of an interim county administrator.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Gene E. Fisher	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Upon a motion by Vice-Chairman Fisher, seconded by Supervisor Ewing, the Board came out of closed session and reconvened in open session.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Gene E. Fisher	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Upon a motion by Vice-Chairman DeHaven, seconded by Supervisor Hess, the Board certified that to the best of each board member's knowledge the Board discussed only matters involving the discussion or consideration of the acquisition of real property for a public purpose, and of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Board, pursuant to Section 2.2-3711 A (3) of the Code of Virginia, 1950, as amended, and personnel specifically the appointment of an interim county administrator pursuant to Section 2.2.-3711 A (1) of the Code of Virginia, 1950, as amended were discussed.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Gene E. Fisher	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

Upon a motion by Supervisor Wells, seconded by Vice-Chairman Fisher, the Board appointed Kris C. Tierney as Interim County Administrator for a period to be determined.

WHEREAS, a vacancy exists in the office of the County Administrator, effective the close of business of June 16, 2017;

NOW, THEREFORE, BE IT RESOLVED, that the Board appoints Kris C. Tierney to serve as Interim County Administrator until such time as the Board appoints a County Administrator to serve on an ongoing basis.

ADOPTED this 21st day of June, 2017.

The above motion was approved by the following recorded vote:

Charles S. DeHaven, Jr.	Aye
Gene E. Fisher	Aye
Blaine P. Dunn	Aye
Bill M. Ewing	Aye
Gary A. Lofton	Aye
Judith McCann-Slaughter	Aye
Robert W. Wells	Aye

ADJOURN

UPON A MOTION BY VICE-CHAIRMAN DEHAVEN, SECONDED BY SUPERVISOR SLAUGHTER, THERE BEING NO FURTHER BUSINESS TO COME BEFORE THIS BOARD, THIS MEETING IS HEREBY ADJOURNED. (8:46 A.M.)

B



COUNTY of FREDERICK

MEMORANDUM

Kris C. Tierney
Interim County Administrator

540/665-6382

Fax: 540/667-0370

E-mail: ktierney@fcva.us

TO: Board of Supervisors
FROM: Kris C. Tierney, Interim County Administrator
DATE: August 2, 2017
RE: Committee Appointments

Listed below are the vacancies/appointments due through October, 2017. As a reminder, in order for everyone to have ample time to review applications, and so they can be included in the agenda, please remember to submit applications prior to Friday agenda preparation. Your assistance is greatly appreciated.

APRIL 2017

Historic Resources Advisory Board

Elizabeth B. Fravel – Opequon District Representative
5211 Main Street
Stephens City, VA 22655
Home: (540)869-4378
Term Expires: 04/26/17
Four year term

(The Historic Resources Advisory Board is comprised of nine members, one member from each magisterial district and three members at large.)

AUGUST 2017

No remaining appointments due.

SEPTEMBER 2017

No appointments due.

OCTOBER 2017

No appointments due.

Memorandum – Board of Supervisors
August 2, 2017
Page 2

KCT/tjp

U:\TJP\committeeappointments\MmosLettrs\BoardCommitteeAppts(080917BdMtg).docx

C



COUNTY OF FREDERICK

Roderick B. Williams
County Attorney

540/722-8383
Fax 540/667-0370
E-mail rwillia@fcva.us

MEMORANDUM

TO: Frederick County Board of Supervisors
CC: Kris Tierney, Interim County Administrator
FROM: Roderick B. Williams, County Attorney
DATE: August 1, 2017
RE: Commissioner of Revenue Refund Requests

Attached, for the Board's review, are requests to authorize the Treasurer to credit the following entities:

1. Caliber Collision Centers – \$14,925.53
2. Valley Proteins, Inc. – \$16,961.09
3. Ally Financial/Vault – \$3,267.30

Roderick B. Williams
County Attorney

Attachments



COUNTY OF FREDERICK

Roderick B. Williams
County Attorney

540/722-8383
Fax 540/667-0370
E-mail rwillia@fcva.us

MEMORANDUM

TO: Ellen E. Murphy, Commissioner of the Revenue
Frederick County Board of Supervisors

CC: Kris Tierney, Interim County Administrator

FROM: Roderick B. Williams, County Attorney

DATE: August 1, 2017

RE: Refund – Caliber Collision Centers

I am in receipt of the Commissioner's request, dated July 26, 2017, to authorize the Treasurer to refund Caliber Collision Centers the amount of \$14,925.53, for business license fees for 2016 and 2017. This refund resulted from adjustment of estimated revenue to actual revenue for the taxpayer.

The Commissioner verified that documentation and details for this refund meet all requirements. Pursuant to the provisions of Section 58.1-3981(A) of the Code of Virginia (1950, as amended), I hereby note my consent to the proposed action. The Board of Supervisors will also need to act on the request for approval of a supplemental appropriation, as indicated in the Commissioner's memorandum.

A handwritten signature in black ink, appearing to be "R. Williams", is written over a horizontal line.

Roderick B. Williams
County Attorney

Attachment



Frederick County, Virginia
Ellen E. Murphy
Commissioner of the Revenue
107 North Kent Street
Winchester, VA 22601
Phone 540-665-5681 Fax 540-667-6487
email: emurphy@co.frederick.va.us



July 26, 2017

TO: Rod Williams, County Attorney
Cheryl Shiffler, Finance Director
Frederick County Board of Supervisors
Kris Tierney, Acting County Administrator

FROM: Ellen E. Murphy, Commissioner of the Revenue

RE: Exoneration – Caliber Collision Centers

Ellen E. Murphy

Please approve a refund of \$14,925.53 for adjustment and refund of business license taxes for 2016 & 2017 for Caliber Collision Centers. This adjustment results from an adjustment of estimated revenue to actual revenue for the taxpayer.

To comply with requirements for the Treasurer to apply this refund board action is required.

The Commissioner's staff has verified all required data and the paperwork is in the care of the Commissioner of the Revenue.

Please also approve a supplemental appropriation for the Finance Director on this request.

Exoneration is \$14,925.53.

Date: 7/21/17

Cash Register: COUNTY OF FREDERICK

Time: 09:17:00

Customer Name: CALIBER COLLISION CENTERS

Total Transactions: 503
Customer Transactions: 2

Options: 2=Edit 4=Delete 5=View

Opt	Dept	Trans	Ticket No.	Tax Amount	Penalty/Int	Amount Paid
-	BL2016	1	00030110001	\$14,322.75-	\$0.00	\$14,322.75-
-	BL2017	2	00052880001	\$602.78-	\$0.00	\$602.78-

F3=Exit F14=Show Map# Total Paid : \$14,925.53

F15=Show Balance F18=Sort-Entered F21=CmdLine

F20=Attach

Needs Board Approval



COUNTY OF FREDERICK

Roderick B. Williams
County Attorney

540/722-8383
Fax 540/667-0370
E-mail rwillia@fcva.us

MEMORANDUM

TO: Ellen E. Murphy, Commissioner of the Revenue
Frederick County Board of Supervisors

CC: Kris Tierney, Interim County Administrator

FROM: Roderick B. Williams, County Attorney

DATE: August 1, 2017

RE: Refund – Valley Proteins, Inc.

I am in receipt of the Commissioner's request, dated July 26, 2017, to authorize the Treasurer to refund Valley Proteins, Inc. the amount of \$16,961.09, for adjustment of personal property taxes for 2016 and 2017 and vehicle license fee for 2017. This refund resulted from adjustments for vehicles removed from Frederick County and taxed in other states. Normal procedure by this company is to register vehicles in Frederick County then determine those to be moved to other plant locations.

The Commissioner verified that documentation and details for this refund meet all requirements. Pursuant to the provisions of Section 58.1-3981(A) of the Code of Virginia (1950, as amended), I hereby note my consent to the proposed action. The Board of Supervisors will also need to act on the request for approval of a supplemental appropriation, as indicated in the Commissioner's memorandum.

A handwritten signature in black ink, appearing to be "R. Williams", is written over a horizontal line.

Roderick B. Williams
County Attorney

Attachment



Frederick County, Virginia
Ellen E. Murphy
Commissioner of the Revenue
107 North Kent Street
Winchester, VA 22601
Phone 540-665-5681 Fax 540-667-6487
email: emurphy@co.frederick.va.us



July 26, 2017

TO: Rod Williams, County Attorney
Cheryl Shiffler, Finance Director
Frederick County Board of Supervisors
Kris Tierney, Acting County Administrator

FROM: Ellen E. Murphy, Commissioner of the Revenue

RE: Exoneration – Valley Proteins, Inc.

Ellen E. Murphy

Please approve a refund of \$16,961.09 to Valley Proteins, Inc. for adjustment to 2016 & 2017 personal property taxes and 2017 vehicle license fee for vehicles removed from Frederick County and taxed in other states. Normal procedures by this company are to register vehicles here then determine those to be moved to other plant locations.

To comply with requirements for the Treasurer to apply this refund board action is required.

The Commissioner's staff has verified all required data and the paperwork is in the care of the Commissioner of the Revenue.

Please also approve a supplemental appropriation for the Finance Director on this request.

Exoneration is \$16,961.09.

Date: 7/21/17

Cash Register: COUNTY OF FREDERICK

Time: 09:08:16

Customer Name: VALLEY PROTEINS INC

Total Transactions: 503
Customer Transactions: 25

Options: 2=Edit 4=Delete 5=View

Opt	Dept	Trans	Ticket No.	Tax Amount	Penalty/Int	Amount Paid
-	PP2016	1	00590080022	\$43.36-	\$.00	\$43.36-
-	PP2016	2	00590080117	\$89.61-	\$.00	\$89.61-
-	PP2016	3	00590080118	\$537.64-	\$.00	\$537.64-
-	PP2016	4	00735970007	\$1,773.41-	\$.00	\$1,773.41-
-	PP2017	5	00605210015	\$117.13-	\$.00	\$117.13-
-	PP2017	6	00605210021	\$102.47-	\$.00	\$102.47-
-	PP2017	7	00605210039	\$151.67-	\$.00	\$151.67-
-	PP2017	8	00605210041	\$151.67-	\$.00	\$151.67-
-	PP2017	9	00605210075	\$210.80-	\$.00	\$210.80-
-	PP2017	10	00605210081	\$112.31-	\$.00	\$112.31-
-	PP2017	11	00605210091	\$484.18-	\$.00	\$484.18-
-	PP2017	12	00605210121	\$1,604.55-	\$.00	\$1,604.55-

Opt	Dept	Trans	Ticket No.	Tax Amount	Penalty/Int	Amount Paid
-	PP2017	13	00605210131	\$1,339.10-	\$.00	\$1,339.10-
-	PP2017	14	00605210133	\$30.37-	\$.00	\$30.37-
-	PP2017	15	00605210145	\$353.56-	\$.00	\$353.56-
-	PP2017	16	00605210165	\$61.96-	\$.00	\$61.96-
-	PP2017	17	00605210167	\$47.18-	\$.00	\$47.18-
-	PP2017	18	00605210181	\$2,520.16-	\$.00	\$2,520.16-
-	PP2017	19	00605210191	\$2,085.75-	\$.00	\$2,085.75-
-	PP2017	20	00605210193	\$1,724.29-	\$.00	\$1,724.29-
-	PP2017	21	00605210195	\$1,724.29-	\$.00	\$1,724.29-
-	PP2017	22	00605210201	\$689.72-	\$.00	\$689.72-
-	PP2017	23	00605210203	\$689.72-	\$.00	\$689.72-
-	PP2017	24	00605210213	\$291.19-	\$.00	\$291.19-

Opt	Dept	Trans	Ticket No.	Tax Amount	Penalty/Int	Amount Paid
-	VL2017	25	00845150001	\$25.00-	\$.00	\$25.00-

Multiple Pages Total Paid : \$16,961.09
 F3=Exit F14=Show Map# F15=Show Balance F18=Sort-Entered F21=CmdLine

Needs Board Approval



COUNTY OF FREDERICK

Roderick B. Williams
County Attorney

540/722-8383
Fax 540/667-0370
E-mail rwillia@fcva.us

MEMORANDUM

TO: Ellen E. Murphy, Commissioner of the Revenue
Frederick County Board of Supervisors

CC: Kris Tierney, Interim County Administrator

FROM: Roderick B. Williams, County Attorney

DATE: August 1, 2017

RE: Refund – Ally Financial/Vault

I am in receipt of the Commissioner's request, dated July 26, 2017, to authorize the Treasurer to refund Ally Financial/Vault the amount of \$3,267.30, for adjustment of personal property taxes from 2015 to 2017 and vehicle license fees for 2016 and 2017. This refund resulted from normal proration of vehicle taxes where vehicles owned by this company were sold or moved from this locality. Different divisions of this large automobile financing company are involved with registration and taxation of the vehicles.

The Commissioner verified that documentation and details for this refund meet all requirements. Pursuant to the provisions of Section 58.1-3981(A) of the Code of Virginia (1950, as amended), I hereby note my consent to the proposed action. The Board of Supervisors will also need to act on the request for approval of a supplemental appropriation, as indicated in the Commissioner's memorandum.

A handwritten signature in black ink, appearing to be "R. Williams", is written over a horizontal line.

Roderick B. Williams
County Attorney

Attachment



Frederick County, Virginia
Ellen E. Murphy
Commissioner of the Revenue
107 North Kent Street
Winchester, VA 22601
Phone 540-665-5681 Fax 540-667-6487
email: emurphy@co.frederick.va.us



July 26, 2017

TO: Rod Williams, County Attorney
Cheryl Shiffler, Finance Director
Frederick County Board of Supervisors
Kris Tierney, Acting County Administrator

FROM: Ellen E. Murphy, Commissioner of the Revenue

RE: Exoneration – Ally Financial/Vault

Ellen E. Murphy

Please approve a refund of \$3,267.30 to Ally Financial/Vault for adjustment to personal property taxes in 2015, 2016 & 2017 and vehicle license fees in 2016 & 2017 for vehicles removed from Frederick County or sold. This is normal proration for a large automobile financing company where the registration information is not maintained in the same company division as the payment and taxing records.

To comply with requirements for the Treasurer to apply this refund board action is required.

The Commissioner's staff has verified all required data and the paperwork is in the care of the Commissioner of the Revenue.

Please also approve a supplemental appropriation for the Finance Director on this request.

Exoneration is \$3,267.30.

Customer Name: ALLY FINANCIAL/VAULT
 Total Transactions: 503
 Customer Transactions: 16

Options: 2=Edit 4=Delete 5=View

Opt	Dept	Trans	Ticket No.	Tax Amount	Penalty/Int	Amount Paid
-	PP2015	1	00008850090	\$287.55-	\$.00	\$287.55-
-	PP2016	2	00009200036	\$199.26-	\$.00	\$199.26-
-	PP2016	3	00009200051	\$496.33-	\$.00	\$496.33-
-	PP2016	4	00009200052	\$496.33-	\$.00	\$496.33-
-	PP2017	5	00009340007	\$74.22-	\$.00	\$74.22-
-	PP2017	6	00009340009	\$36.20-	\$.00	\$36.20-
-	PP2017	7	00009340010	\$217.20-	\$.00	\$217.20-
-	PP2017	8	00009340015	\$320.16-	\$.00	\$320.16-
-	PP2017	9	00009340016	\$320.15-	\$.00	\$320.15-
-	PP2017	10	00009340021	\$67.57-	\$.00	\$67.57-
-	PP2017	11	00009340022	\$135.13-	\$.00	\$135.13-
-	PP2017	12	00009340027	\$77.46-	\$.00	\$77.46-

Options: 2=Edit 4=Delete 5=View

Opt	Dept	Trans	Ticket No.	Tax Amount	Penalty/Int	Amount Paid
-	PP2017	13	00009340028	\$464.74-	\$.00	\$464.74-
-	VL2016	14	00012420001	\$25.00-	\$.00	\$25.00-
-	VL2017	15	00012900001	\$25.00-	\$.00	\$25.00-
-	VL2017	16	00012940001	\$25.00-	\$.00	\$25.00-

Multiple Pages
 F3=Exit F14=Show Map# Total Paid : \$3,267.30
 F15=Show Balance F18=Sort-Entered F21=CmdLine

Needs Board Approval

CONSENT AGENDA

D



COUNTY of FREDERICK

Jay E. Tibbs
Deputy County Administrator

540/665-5666
Fax 540/667-0370

E-mail:
jtibbs@co.frederick.va.us

MEMORANDUM

TO:	Board of Supervisors
FROM:	Jay E. Tibbs, Deputy County Administrator <i>Jay E. Tibbs</i>
SUBJECT:	Northwestern Community Services Performance Contract
DATE:	July 27, 2017

Northwestern Community Services is responsible for assuring, based upon available resources, the delivery of publicly funded community-based behavioral health care services within the counties of Clarke, Frederick, Page, Shenandoah, and Warren and the City of Winchester. Each year Northwestern Community Services is required to enter into a performance contract with the Virginia Department of Behavioral Health and Development Services. A stipulation of the contract is a requirement that Northwestern Community Services submit this contract to the local governments of the served localities for approval. This approval does not create any additional burdens for the locality.

There is not budgetary impact to the locality as the contract is between Northwestern Community Services and the Virginia Department of Behavioral Health and Development Services. The local governing body is not a party to the contract. In fact, a local government's approval of the contract is signified by its approval of the community services board's budget request for local matching funds.

Frederick County is being asked to approve the Northwestern Community Services' performance contract. Given that the Board has previously approved the community services board's budgetary request, the approval of this performance contract is a formality.

Staff is seeking Board approval of the performance contract for Northwestern Community Services.

Attachment



Memorandum

To: County Administrators/City Manager
From: Michael F. Elwell, Chief Executive Officer *MFE*
Re: Review of NWCS' Fiscal Year 2018 Performance Contract
Date: July 10, 2017

In accordance with State requirements, each locality is asked to review and endorse their area CSB's Performance Contract. Therefore, I am providing pertinent information from that document for your review as submitted to the Virginia Department of Behavioral Health and Developmental Services.

This document reflects allocated Federal, State and local funds, and other reimbursements to be received in order to carry out the work of our Board of Directors for FY 2018.

I am requesting that this be presented to your respective Board/Council for endorsement. **Please complete the bottom portion of this memo and return it to my office by September 19, 2017.**

If you have any specific questions, please do not hesitate to call.

Attachment

pc: Ms. Katie Russell, Chief Financial Officer
File

The Board of Supervisors/City Council of _____ reviewed and endorsed
Northwestern CSB's FY 2017 Performance Contract at its _____ meeting.

County Administrator/City Manager

FY 2018 Community Services Performance Contract

FY 2018 Exhibit A: Resources and Services

Northwestern Community Services

Consolidated Budget (Pages AF-3 through AF-8)				
Funding Sources	Mental Health Services	Developmental Services	Substance Abuse Services	TOTAL
State Funds	5,346,995	165,120	1,069,288	6,581,403
Local Matching Funds	234,028	44,864	986,775	1,265,667
Total Fees	3,257,847	1,926,141	553,592	5,737,580
Transfer Fees In/(Out)	0	0	0	0
Federal Funds	56,051	0	862,613	918,664
Other Funds	127,540	0	0	127,540
State Retained Earnings	0	0	0	0
Federal Retained Earnings	0		0	0
Other Retained Earnings	0	0	0	0
Subtotal Ongoing Funds	9,022,461	2,136,125	3,472,268	14,630,854
State Funds One-Time	0		0	0
Federal Funds One-Time	0		0	0
Subtotal One -Time Funds	0	0	0	0
TOTAL ALL FUNDS	9,022,461	2,136,125	3,472,268	14,630,854
Cost for MH/DV/SA Services	7,413,728	2,136,125	2,333,907	11,883,760
Cost for Emergency Services (AP-4)				2,279,921
Cost for Ancillary Services (AP-4)				433,773
Total				14,597,454

Local Match Computation	
Total State Funds	6,581,403
Total Local Matching Funds	1,265,667
Total State and Local Funds	7,847,070
Total Local Match % (Local/Total State + Local)	16.13%

CSB Administrative Expenses	
Total Admin. Expenses	1,937,699
Total Expenses	14,597,454
Administrative Percent	13.27%

FY2018 Community Services Performance Contract
Exhibit A: Resources and Services
Northwestern Community Services
Financial Comments

<i>Comment1</i>	MH Total Regional Transfer made up of:
<i>Comment2</i>	\$245,187 WSH Ongoing DAP
<i>Comment3</i>	\$31,134 Total MH Regional Funds
<i>Comment4</i>	
<i>Comment5</i>	
<i>Comment6</i>	
<i>Comment7</i>	
<i>Comment8</i>	
<i>Comment9</i>	
<i>Comment10</i>	
<i>Comment11</i>	
<i>Comment12</i>	
<i>Comment13</i>	
<i>Comment14</i>	
<i>Comment15</i>	
<i>Comment16</i>	
<i>Comment17</i>	
<i>Comment18</i>	
<i>Comment19</i>	
<i>Comment20</i>	
<i>Comment21</i>	
<i>Comment22</i>	
<i>Comment23</i>	
<i>Comment24</i>	
<i>Comment25</i>	

FY 2018 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Mental Health (MH) Services
Northwestern Community Services

Funding Sources	Funds
<u>FEES</u>	
MH Medicaid Fees	2,973,799
MH Fees: Other	284,048
Total MH Fees	3,257,847
MH Transfer Fees In/(Out)	0
MH Net Fees	3,257,847
<u>FEDERAL FUNDS</u>	
MH FBG SED Child & Adolescent (93.958)	41,404
MH FBG Young Adult SMI (93.958)	0
MH FBG SMI (93.958)	14,647
MH FBG SMI PACT (93.958)	0
MH FBG SMI SWVBH Board (93.958)	0
Total MH FBG SMI Funds	14,647
MH FBG Geriatrics (93.958)	0
MH FBG Peer Services (93.958)	0
Total MH FBG Adult Funds	14,647
MH Federal PATH (93.150)	0
MH Federal CABHI (93.243)	0
MH Federal Pre-Trial Diversion Initiative (16.745)	0
MH Other Federal - DBHDS	0
MH Other Federal - CSB	0
Total MH Federal Funds	56,051
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
MH Acute Care (Fiscal Agent)	0
MH Acute Care Transfer In/(Out)	76,070
MH Net Acute Care - Restricted	76,070
MH Regional DAP (Fiscal Agent)	0
MH Regional DAP Transfer In/(Out)	703,590
MH Net Regional DAP - Restricted	703,590
MH Regional Residential DAP - Restricted	0
MH Crisis Stabilization (Fiscal Agent)	0
MH Crisis Stabilization - Transfer In/(Out)	0
Total Net MH Crisis Stabilization - Restricted	0

FY 2018 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

**Mental Health (MH) Services
Northwestern Community Services**

<u>Funding Sources</u>	<u>Funds</u>
MH Recovery (Fiscal Agent)	0
MH Other Merged Regional Funds (Fiscal Agent)	950,857
MH Total Regional Transfer In/(Out)	<u>276,321</u>
Total MH Net Unrestricted Regional State Funds	1,227,178
Total MH Net Regional State Funds	2,006,838
<u>Children State Funds</u>	
MH Child & Adolescent Services Initiative	113,382
MH Children's Outpatient	75,000
Total MH Restricted Children's Funds	<u>188,382</u>
MH State Children's Services	25,000
MH Juvenile Detention	65,880
MH Demo Proj-System of Care (Child)	0
Total MH Unrestricted Children's Funds	<u>90,880</u>
MH Crisis Response & Child Psychiatry (Fiscal Agent)	0
MH Crisis Response & Child Psychiatry Transfer In/(Out)	<u>70,000</u>
Total MH Net Restricted Crisis Response & Child Psychiatry	70,000
Total State MH Children's Funds (Restricted for Children)	349,262
<u>Other State Funds</u>	
MH Law Reform	331,492
MH Pharmacy - Medication Supports	274,679
MH Jail Diversion Services	0
MH Docket Pilot JMHP Match	0
MH Adult Outpatient Competency Restoration Svcs	0
MH CIT-Assessment Sites	0
MH Expand Telepsychiatry Capacity	14,000
MH Young Adult SMI	0
MH PACT	850,000
MH PACT - Forensic Enhancement	0
MH PSH - CABHI	0
MH Permanent Supportive Housing (Non-CABHI)	0
MH STEP-VA	0
MH Expanded Community Capacity (Fiscal Agent)	0
MH Expanded Community Capacity Transfer In/(Out)	<u>0</u>
Total MH Net Expanded Community Capacity	0
MH First Aid and Suicide Prevention (Fiscal Agent)	0
MH First Aid and Suicide Prevention Transfer In/(Out)	<u>0</u>
Total MH Net First Aid and Suicide Prevention	0
Total MH Restricted Other State Funds	1,470,171

FY 2018 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

**Mental Health (MH) Services
Northwestern Community Services**

<u>Funding Sources</u>	<u>Funds</u>
MH State Funds	1,520,724
MH State Regional Deaf Services	0
MH State NGRI	0
MH Geriatrics Services	0
Total MH Unrestricted Other State Funds	1,520,724
Total MH Other State Funds	2,990,895
TOTAL MH STATE FUNDS	5,346,995
<u>OTHER FUNDS</u>	
MH Other Funds	127,540
MH Federal Retained Earnings	0
MH State Retained Earnings	0
MH State Retained Earnings - Regional Prog	0
MH Other Retained Earnings	0
Total MH Other Funds	127,540
<u>LOCAL MATCHING FUNDS</u>	
MH Local Government Appropriations	234,028
MH Philanthropic Cash Contributions	0
MH In-Kind Contributions	0
MH Local Interest Revenue	0
Total MH Local Matching Funds	234,028
Total MH Funds	9,022,461
<u>MH ONE TIME FUNDS</u>	
MH FBG SMI (93.958)	0
MH FBG SED Child & Adolescent (93.958)	0
MH FBG Peer Services (93.958)	0
MH State Funds	0
Total One Time MH Funds	0
Total MH All Funds	9,022,461

FY 2018 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

**Developmental Services (DV)
Northwestern Community Services**

<u>Funding Sources</u>	<u>Funds</u>
<u>FEES</u>	
DV Other Medicaid Fees	0
DV Medicaid ICF/ID	1,926,141
DV Fees: Other	0
Total DV Fees	1,926,141
DV Transfer Fees In/(Out)	0
DV NET FEES	1,926,141
<u>FEDERAL FUNDS</u>	
DV Other Federal - DBHDS	0
DV Other Federal - CSB	0
Total DV Federal Funds	0
<u>STATE FUNDS</u>	
DV State Funds	165,120
DV OBRA	0
Total DV Unrestricted State Funds	165,120
DV Rental Subsidies	0
DV Crisis Stabilization (Fiscal Agent)	0
DV Crisis Stabilization Transfer In(Out)	0
DV Net Crisis Stabilization	0
DV Crisis Stabilization-Children (Fiscal Agent)	0
DV Crisis Stabilization-Children Transfer In(Out)	0
DV Net Crisis Stabilization -Children	0
Total DV Restricted State Funds	0
Total DV State Funds	165,120
<u>OTHER FUNDS</u>	
DV Workshop Sales	0
DV Other Funds	0
DV State Retained Earnings	0
DV State Retained Earnings-Regional Prog	0
DV Other Retained Earnings	0
Total DV Other Funds	0
<u>LOCAL MATCHING FUNDS</u>	
DV Local Government Appropriations	44,864
DV Philanthropic Cash Contributions	0
DV In-Kind Contributions	0
DV Local Interest Revenue	0
Total DV Local Matching Funds	44,864
Total DV Funds	2,136,125

FY 2018 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Substance Abuse (SA) Services

Northwestern Community Services

<u>Funding Sources</u>	<u>Funds</u>
<u>FEES</u>	
SA Medicaid Fees	409,875
SA Fees: Other	143,717
Total SA Fees	<u>553,592</u>
SA Transfer Fees In/(Out)	0
SA NET FEES	<u>553,592</u>
<u>FEDERAL FUNDS</u>	
SA FBG Alcohol/Drug Trmt (93.959)	400,532
SA FBG SARPOS (93.959)	92,780
SA FBG Jail Services (93.959)	0
SA FBG Co-Occurring (93.959)	9,643
SA FBG New Directions (93.959)	0
SA FBG Recovery (93.959)	0
SA FBG MAT - Medically Assisted Treatment (93.959)	0
Total SA FBG A/D Trmt Funds	<u>502,955</u>
SA FBG Women (includes LINK at 6 CSBs) (93.959)	78,127
SA FBG Prevention-Women (LINK) (93.959)	0
Total SA FBG Women	<u>78,127</u>
SA FBG Prevention (93.959)	151,531
SA FBG Prev-Family Wellness (93.959)	0
Total SA FBG Prevention	<u>151,531</u>
SA Federal CABHI (93.243)	0
SA Federal Strategic Prevention (93.243)	130,000
SA Federal OPT-R (93.788)	0
SA Other Federal - DBHDS	0
SA Other Federal - CSB	0
TOTAL SA FEDERAL FUNDS	<u>862,613</u>
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
SA Facility Reinvestment (Fiscal Agent)	0
SA Facility Reinvestment Transfer In/(Out)	0
SA Net Facility Reinvestment	<u>0</u>
<u>Other State Funds</u>	
SA Women (includes LINK at 4 CSBs) (Restricted)	16,200
SA Recovery Employment	0
SA MAT - Medically Assisted Treatment	0
SA Peer Support Recovery	0
Total SA Restricted Other State Funds	<u>16,200</u>

FY 2018 Community Services Performance Contract Financial Summary

Exhibit A: Resources and Services

Substance Abuse (SA) Services

Northwestern Community Services

<u>Funding Sources</u>	<u>Funds</u>
SA State Funds	1,009,144
SA Region V Residential	0
SA Jail Services/Juv Detention	0
SA SARPOS	43,944
SA Recovery	0
SA HIV/AIDS	0
Total SA Unrestricted Other State Funds	1,053,088
Total SA Other State Funds	1,069,288
TOTAL SA STATE FUNDS	1,069,288
<u>OTHER FUNDS</u>	
SA Other Funds	0
SA Federal Retained Earnings	0
SA State Retained Earnings	0
SA State Retained Earnings-Regional Prog	0
SA Other Retained Earnings	0
Total SA Other Funds	0
<u>LOCAL MATCHING FUNDS</u>	
SA Local Government Appropriations	986,775
SA Philanthropic Cash Contributions	0
SA In-Kind Contributions	0
SA Local Interest Revenue	0
Total SA Local Matching Funds	986,775
Total SA Funds	3,472,268
<u>SA ONE-TIME FUNDS</u>	
SA FBG Alcohol/Drug Trmt (93.959)	0
SA FBG Women (includes LINK-6 CSBs) (93.959)	0
SA FBG Prevention (93.959)	0
SA State Funds	0
Total SA One-Time Funds	0
Total All SA Funds	3,472,268

NORTHWESTERN COMMUNITY SERVICES

Information for County and City Resolutions Related to the Performance Contract

The Issue: Northwestern Community Services is required to enter into a contract with the Virginia Department of Behavioral Health and Developmental Services. This is called a "Performance Contract". As a stipulation of the contract, it is required that Northwestern Community Services submit this contract to the local governments for review and approval. **This review and approval does not create any additional burdens for the local government.**

Background: Northwestern Community Services is an "Operating" Community Services Board (CSB) created by local governments pursuant to sections 37.2-500 through 37.2-512 of the Code of Virginia. The "Performance Contract" (the "Contract") creates a formal relationship between the CSB and the Commonwealth of Virginia via the Virginia Department of Behavioral Health and Developmental Services (the "Department"). The Department functions as the state authority for the public mental health, developmental, and substance abuse services system. 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 Performance Contract. The Department and CSB enter into the contract for the purpose of (1) 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 (2) implementing the mission of supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life.

The Code of Virginia reads:

§ 37.2-508. Performance contract for mental health, developmental, and substance abuse services.

B. Any community services board may apply for the assistance provided in this chapter by submitting to the Department its proposed performance contract together with (i) the approval of its board of directors for operating and administrative policy boards or the comments of the local government department's policy-advisory board and (ii) the approval of the contract by formal vote of the governing body of each city or county that established it. The community services board shall make its proposed performance contract available for public review and solicit public comments for a period of 30 days prior to submitting its proposed contract for the approval of its board of directors for operating and administrative policy boards or the comments of the local government department's policy-advisory board. To avoid disruptions in

service continuity and allow sufficient time to complete public review and comment about the contract and negotiation and approval of the contract, the Department may provide semi-monthly payments of state-controlled funds to the community services board.

Community Services Boards are responsible for assuring, based upon available resources, the delivery publicly funded community-based behavioral health care services within those local jurisdictions. The contract specifies the services to be provided by a community services board, the costs and revenue associated with those services, all relevant state and federal statutory requirements applicable to community services boards, and contains outcome and performance measures for services provided.

Budget Impact: There is no impact to the local government budget. The contract is between the Department and the CSB; local governing bodies are not parties to the contract. In real operational terms, a local governing body's approval of the contract is signified by its approval of the CSB's budget request for local matching funds. The Contract only creates a formal relationship between the CSB and the Commonwealth of Virginia via the Virginia Department of Behavioral Health and Developmental Services. Finally, the local governing body's approval of the contract reflects its agreement to participate in supporting the services contained in the contract through its local matching funds appropriation for its share of the local matching funds.

Options: If the governing body of each city or county does not approve the proposed performance contract by September 30 of each year, the performance contract shall be deemed approved or renewed. This approval is not necessary for the Department to review, approve, and fund the performance contract.

**Northwestern CSB
Services by County for FY17**

	MH	% of Total	ID	% of Total	SA	% of Total	Ancillary Services	% of Total	Total
Clarke	65	2%	25	3%	38	4%	86	3%	214
Frederick	747	27%	235	33%	281	32%	958	34%	2221
Page	279	10%	59	8%	88	10%	266	9%	692
Shenandoah	606	22%	173	24%	123	14%	509	18%	1411
Warren	566	20%	104	14%	162	18%	561	20%	1393
Winchester	554	20%	127	18%	198	22%	464	16%	1343
Total	2817	100%	723	100%	890	100%	2844	100%	7274

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

Performance Contract Table of Contents	
1. Contract Purpose	2
2. Relationship	2
3. Contract Term	2
4. Scope of Services	3
a. Services	3
b. Expenses for Services	3
c. Continuity of Care	3
d. Populations Served	6
e. DOJ Settlement Agreement Requirements	6
f. Emergency Services Availability	10
g. Preadmission Screening Evaluations	10
h. Certification of Preadmission Screening Clinicians	11
i. Developmental Case Management Services	11
5. Resources	12
a. Allocations of State and Federal Funds	12
b. Disbursement of State or Federal Funds	12
c. Conditions on the Use of Resources	12
6. CSB Responsibilities	12
a. State Hospital Bed Utilization	12
b. Quality of Care	13
c. Reporting Requirements	16
d. Providing Information	18
e. Compliance Requirements	18
f. Regional Programs	18
g. Intensive Care Coordination for the CSA	19
h. Electronic Health Record	19
i. Reviews	19
j. Consideration of Department Comments	19
7. Department Responsibilities	20
a. Funding	20
b. State Facility Services	20
c. Quality of Care	21
d. Reporting Requirements	22
e. Compliance Requirements	23
f. Communication	23
g. Regional Programs	24
h. Peer Review Process	24
i. Electronic Health Record	24
j. Reviews	24
k. Department Comments	24
8. Subcontracting	24
a. Subcontracts	25
b. Subcontractor Compliance	25
c. Dispute Resolution	25
d. Quality Improvement Activities	25
9. Terms and Conditions	26
a. Availability of Funds	26
b. Compliance	26
c. Disputes	26
d. Termination	26
e. Remediation Process	27
f. Dispute Resolution Process	27
g. Contract Amendment	28
h. Liability	28
i. Constitution of the CSB	28
j. Severability	28
10. Signatures	29

Performance Contract Exhibits	
A: Resources and Services	30
B: Continuous Quality Improvement Process and CSB Performance Measures	44
C: Discharge Assistance Program Requirements	48
D: Individual CSB Performance Measures	49
E: Performance Contract Process	50
F: Federal Compliances	56
G: Local Contact for Disbursement of Funds	58
H: Reserved	
I: Administrative Performance Standards	59
J: Other CSB Accountability Requirements	61

FY 2017 AND FY 2018 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 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 10 is 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 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. The CSB shall comply with all provisions and requirements in that document. If there is a conflict between provisions in that document and this contract, the language in this contract shall prevail. That document is available at <http://www.dbhds.virginia.gov/professionals-and-service-providers/csb-community-contracting>, the community contracting web page.
- 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 on the community contracting web page. 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, 2016 and ending on June 30, 2018 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, and G for FY 2018.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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 and is on the community contracting web page.
- 1.) 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 Support Services (OSS) 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.
 - 2.) 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 OSS and receiving the Department's approval prior to implementing the change. The CSB shall ensure that, once it is fully operational, the program achieves an annual average utilization rate of at least 75 percent of available bed days as measured by data from CCS 3 service records and Community Automated Reporting System (CARS) service capacity reports. 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 this 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 Developmental Disability Waiver Services:** The CSB shall provide case management services directly or through contracts to all individuals who are receiving services under Medicaid Developmental Disability Home and Community-Based Waivers (DD Waivers). 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 coordinate the development of service authorization requests for DD Waiver services and submit them to the Department for authorization, pursuant to the current DMAS/Department Interagency Agreement, under which the

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

Department authorizes waiver services as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving DD 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 individual support plan (ISP) 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 policy manuals for the DD Waivers). The CSB shall 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 section does not, nor shall it be construed to, make the CSB legally liable for the actions of independent providers of DD 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 using a template provided by the Department 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.
- 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 most current *Medical Screening and Medical Assessment Guidance Materials*. 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 policy manuals for the DD Waivers issued by the DMAS, the CSB shall be the only provider of rehabilitative mental health case management services and shall have sole responsibility for targeted DD case management services, whether the CSB provides them directly or subcontracts them from another provider.
- 6.) **Choice of Case Managers:** Individuals receiving case management services shall be offered a choice of case managers to the extent possible, and this shall be documented by a procedure to address requests for changing a case manager or for receiving case management services at another CSB or from a contracted case management services

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

provider. The CSB shall provide a copy of this procedure to the Department upon request. During its inspections, the Department's Licensing Office may verify this as it reviews services records and examines the procedure.

- 7.) **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 a developmental 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. 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.
- 8.) **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.
- 9.) **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 whenever necessary 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 update information about bed availability included in the registry whenever there is a change in bed availability for the facility or, if no change in bed availability has occurred, at least daily.
- 10.) **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 clinicians meet the qualifications established by the Department per section 4.h and have received required training provided by the Department.
- 11.) **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 *Collaborative Discharge Protocols for Community Services Boards and State Hospitals - Adult & Geriatric or Child & Adolescent* and the *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities* issued

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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.

- d. Populations Served:** The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, individuals with intellectual disability, individuals with other developmental disabilities who are receiving services through the DD Waivers or are priority I or priority II on the DD Waiver waiting list, or individuals with substance use disorders 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 DD Waiver waiting list, (iii) reside in a nursing home or an ICF, or (iv) receive Medicaid Home and Community-Based 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 individual support plan (ISP) is being implemented appropriately and remains appropriate for the individual; and ascertain whether supports and services are being implemented consistent with the individual's strengths and preferences and in the most integrated setting appropriate to the individual's needs. The case manager shall document in the ISP the performance of these observations and assessments and any findings, including any changes in status or significant events that have occurred since the last face-to-face meeting. 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, 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].

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

- 4.) 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.) 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 individuals;
 - c.) Have an interruption of service greater than 30 days;
 - d.) Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
 - e.) Have transitioned from a training center within the previous 12 months; or
 - f.) Reside in congregate settings of five or more individuals.

Refer to Enhanced Case Management Criteria Instructions and Guidance 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, present all options of service providers based on the preferences of the individual, including CSB and non-CSB providers, and document this using the Virginia Informed Choice Form available at <http://www.dbhds.virginia.gov/library/developmental%20services/dds%20bulletin%2011.pdf>. [section III.C.5.c, p. 8].
- 7.) Case managers shall offer education about integrated community options to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [sec. III.D.7, p. 14]. Case managers shall offer this education at least annually and at the following times:
 - a.) at enrollment in a DD Waiver,
 - b.) when there is a request for a change in Waiver service provider(s),
 - c.) when an individual is dissatisfied with a current Waiver service provider,
 - d.) when a new service is requested,
 - e.) when an individual wants to move to a new location, or
 - f.) when a regional support team referral is made as required by the Virginia Informed Choice Form.
- 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].

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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]. The CSB shall provide information obtained in these post move monitoring visits to the Department within seven business days after the visit.
- 17.) If it provides day support or residential services to individuals in the target population, the CSB shall implement risk management and quality improvement processes, including establishment of uniform risk triggers and thresholds that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidental causes [section V.C.1, p. 22].
- 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

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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 within 24 hours of becoming aware of them [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,
 - b.) physical, mental, and behavioral health and well being,
 - c.) avoiding crises,
 - d.) stability,
 - e.) choice and self-determination,
 - f.) community inclusion,
 - g.) access to services,
 - 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 vendors in the implementation of the National Core Indicators (NCI) Surveys and Quality Service Reviews (QSRs) for selected individuals receiving services under the Agreement. This includes informing individuals and authorized representatives about their selection for participation in the NCI individual surveys or QSRs; providing the access and information requested by the vendor, including health records, in a timely manner; assisting with any individual specific follow up activities; and completing the web-based annual NCI provider survey [section V.I, p. 28].
- 23.) The CSB shall notify the community resource consultant (CRC) and regional support team (RST) in the following circumstances to enable the RST to monitor, track, and trend community integration and challenges that require further system development:
 - a.) within five calendar days of an individual being presented with any of the following residential options: an intermediate care facility, a nursing facility, a training center, or a group home with a licensed capacity of five beds or more;
 - b.) if the CSB is having difficulty finding services within 30 calendar days after the individual's enrollment in the waiver; or
 - c.) immediately when an individual is displaced from his or her residential placement for a second time[sections III.D.6 and III.E, p. 14].
- 24.) Case managers shall collaborate with the CRC to ensure that person-centered planning and placement in the most integrated setting appropriate to the individual's needs and consistent with his or her informed choice occur [section III.E.1-3, p. 14].

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].

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

f. Emergency Services Availability: The CSB shall have at least one local telephone number, and where appropriate one toll-free number, for emergency services telephone calls that is available to the public 24 hours per day and seven days per week throughout its service area. The number(s) shall provide immediate access to a qualified emergency services staff member. Immediate access means as soon as possible and within no more than 15 minutes. If the CSB uses an answering service to fulfill this requirement, the service must be able to contact a qualified CSB emergency services staff immediately to alert the staff member that a crisis call has been received. Using (1) an answering service with no immediate transfer to a qualified CSB emergency services staff, (2) the CSB's main telephone number that routes callers to a voice mail menu, (3) 911, or (4) the local sheriff's or police department's phone number does not satisfy this requirement. The phone number(s) shall be disseminated widely throughout the service area, including local telephone books and appropriate local government and public service web sites, and shall be displayed prominently on the main page of the CSB's web site. The CSB shall implement procedures for handling emergency services telephone calls that ensure adequate emergency services staff coverage, particularly after business hours, so that qualified staff responds immediately to calls for emergency services, and the procedures shall include coordination and referral to REACH for individuals with developmental disabilities. The CSB shall provide the procedures for handling emergency services calls to the Department upon request.

g. Preadmission Screening Evaluations

- 1.) The purpose of preadmission screening evaluations is to determine whether the person meets the criteria for temporary detention pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code of Virginia and to assess the need for hospitalization or treatment. The evaluations shall be performed by certified preadmission screening clinicians. Preadmission screening 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 preadmission screening evaluations conducted by its staff include at a minimum:
 - a.) A review of past clinical and treatment information if available;
 - b.) Pertinent information from the clinical interview and collateral contacts or documentation of why this information was unavailable at the time of the evaluation;
 - c.) 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;
 - d.) Thorough and detailed documentation of the clinical disposition and rationale for it;
 - e.) Documentation of all hospitals contacted, including state hospitals;
 - f.) 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 once an ECO has expired without locating an appropriate bed; and
 - g.) Documentation of contact with REACH for all individuals presenting with a developmental disabilities (DD) diagnosis or a co-occurring DD diagnosis.
- 2.) Preadmission screening reports required by § 37.2-816 of the Code of Virginia shall comply with requirements in that section and shall state:

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

- 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.
- h. Certification of Preadmission Screening Clinicians:** The CSB and Department prioritize having emergency custody order or preadmission screening evaluations performed pursuant to Article 16 of Chapter 11 of Title 16.1, Chapters 11 and 11.1 of Title 19.2, and Chapter 8 of Title 37.2 in the Code of Virginia provided by the most qualified, knowledgeable, and experienced CSB staff. These evaluations are face-to-face clinical evaluations performed by designated CSB staff of persons in crisis who may be in emergency custody or who may need involuntary temporary detention or other emergency treatment. The CSB shall comply with the requirements in the current *Certification of Preadmission Screening Clinicians*, a document developed jointly by the Department and CSB representatives and made a part of this contract by reference, to enhance the qualifications, training, and oversight of CSB preadmission screening clinicians and increase the quality, accountability, and standardization of preadmission screening evaluations.
- i. Developmental Case Management Services**
- 1.) Case managers employed or contracted by the CSB shall meet the knowledge, skills and abilities qualifications in the Case Management Licensing Regulations, 12 VAC 35-105-1250. During its inspections, the Department's Licensing Office may verify this affirmation as it reviews personnel records.
 - 2.) Reviews of the individual support plan (ISP), including necessary assessment updates, shall be conducted with the individual quarterly or every 90 days and include modifications in the ISP when the individual's status or needs and desires change. During its inspections, the Department's Licensing Office may verify this as it reviews ISPs including those from a sample identified by the CSB of individuals who discontinued case management services.
 - 3.) Case managers shall ensure that all information about each individual in the electronic waiver management system is updated annually or whenever changes occur, including information about the individual's:
 - a.) full name,
 - b.) current address,
 - c.) CSB unique identifier,
 - d.) level of care information,
 - e.) living situation,
 - f.) terminations,
 - g.) transfers, and
 - h.) waiting list information.
 - 5.) Case managers and other CSB staff shall comply with the SIS[®] Administration Process and any changes in the process within 30 calendar days of notification of the changes.
 - 6.) Case managers shall notify the designated Department staff that an individual has been terminated from all DD waiver services within 10 business days of termination.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

- 7.) Case managers shall submit the Request to Retain a Slot form to the appropriate Department staff to hold a slot open within 10 business days of it becoming available.
 - 8.) Case managers shall complete the level of care tool for individuals requesting DD Waiver services within 60 calendar days of application for individuals expected to present for services within one year.
 - 9.) Case managers shall comply with the DD waitlist process and slot assignment process and implement any changes in the processes within 30 calendar days of written notice.
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, and DD 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 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.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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 clinicians 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 on the community contracting web page.

- 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.) **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 annual Quality Services Reviews and the National Core Indicators Survey for individuals receiving DD Waiver services.
 - d.) **Strategic Prevention Framework (SPF):** The CSB, in partnership with local community coalitions, shall use the evidenced-based Strategic Prevention

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

Framework (SPF) planning model to: complete a needs assessment using community, regional, and state data; build capacity to successfully implement prevention services; develop logic models and a strategic plan with measurable goals, objectives, and strategies; implement evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluate program management and decision making for enabling the ability to reach outcomes; plan for the sustainability of prevention outcomes; and produce evidence of cultural competence throughout all aspects of the SPF process.

- e.) Logic Models:** The logic models shall identify individual- (i.e., youth, families, and parents), community-, and population-level strategies (e.g. environmental approaches). One logic model shall outline CSB federal substance abuse block grant (SABG) prevention set aside-funded services. The other model(s) shall be the CSB partnership coalition's logic model(s) reflecting the collaborative relationship of the CSB with the coalition in the implementation of community-level and environmental approaches. The CSB shall use 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 identification and referral, community-based process, and environmental approaches. Community-based process and coalitions and environmental approaches are keys to achieving successful outcomes and are Department priorities. CSBs shall use evidence-based prevention programs, practices, and strategies. Seventy-five percent of SABG prevention set aside-funded services shall be programs, practices, or strategies included in a federal list of evidence-based interventions. A minimum of 25 percent of SABG prevention set aside-funded services shall be the community-based process and coalition strategy and 25 percent shall be environmental strategies.
- f.) Prevention Services Evaluations:** The CSB shall work with OMNI Institute, the Department's evaluation contractor, to develop an evaluation plan for its SABG prevention set aside-funded prevention services.
- g.) SYNAR Activities and 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 SABG, states must meet and sustain the merchant retail violation rate (RVR) under 20 percent or face penalties to the entire SABG, including funds for treatment. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective in keeping state RVR rates under the required 20 percent. The CSB shall conduct merchant education activities with all merchants deemed by the Alcoholic Beverage Control Board to be in violation of selling tobacco products to youth in the CSB's service area. Other merchants shall be added if deemed to be at higher risk due to factors such as being in proximity to schools. The CSB, itself or in collaboration with the local coalition, shall continuously update the verified list of tobacco retailers, including all retailers selling vapor products, by conducting store audits. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco retailers in its service area over a two year period. Beginning in FY 2003, the Department allocated \$10,000 annually to the CSB to complete SYNAR-related tasks. All store audit and merchant education activities shall be

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

documented in the Counter Tools system and recorded in the Social Solutions Efforts to Outcomes – (ETO) Prevention Data System. 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.
- 5.) Case Management Services Training:** The CSB shall ensure that all direct and contract staff that provide case management services have completed the case management curriculum developed by the Department and that all new staff complete it within 30 days of employment. The CSB shall ensure that developmental case managers complete the ISP training modules developed by the Department within 60 days of their availability on the Department's web site.
- 6.) Developmental Case Management Services Organization:** The CSB shall structure its developmental case management services so that it does not provide case management and DD Waiver services to the same individual to ensure the independence of services from case management and avoid perceptions of undue case management influence on service choices by individuals.
- 7.) 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.
- 8.) 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.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

- 9.) **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 community contracting web page 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 service data on substance abuse prevention services provided by the CSB that are supported wholly or in part by the SABG set aside for prevention services through the ETO Prevention Data System, as outlined in approved data matrices and reporting deadlines, including quarterly reporting; report service data on state-funded mental health first aid and suicide prevention services through ETO, but report funding, expenditure, and cost data on these services through CARS per section 2.a.); and report service, funding, expenditure, and cost data on any other mental health prevention services through CCS 3 and CARS;
- f.) supply information to the Department's Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code 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

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

- 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 semi-annually in CARS, and state and federal block grant funds expended by core service with the end-of-the-fiscal year CARS report;
 - b.) demographic characteristics of individuals receiving services and types and amounts of services provided to each individual monthly through the current CCS;
 - c.) 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);
 - g.) Report amounts of state, local, federal, Medicaid, other fees, other funds used to pay for services by core service in each program area and emergency and ancillary services in the end of the fiscal year CARS report; and
 - h.) 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.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

- 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

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

program. Protected health information, personally identifiable information, or other information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (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 case management services and with sole responsibility for targeted DD 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.

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

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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 *Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent* 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 most current *Medical Screening and Medical Assessment Guidance Materials*. The state hospital staff shall coordinate care with emergency rooms, emergency room physicians, and other health and behavioral health providers to ensure the provision of timely and effective medical screening and medical assessment to promote the health and safety of and continuity of care for individuals receiving services.
 - 5.) **Planning:** The Department shall involve the CSB, as applicable and to the greatest extent possible, in collaborative planning activities regarding the future role and structure of state hospitals and training centers.
 - 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

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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 state hospitals shall update information about bed availability included in the registry whenever there is a change in bed availability for the hospital or, if no change in bed availability has occurred, at least daily.

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 *Collaborative Discharge Protocols for Community Services Boards and State Hospitals – Adult & Geriatric or Child & Adolescent* 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

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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.

- 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. The Department shall issue new or revised policy, procedure, and guidance documents affecting CSBs via letters, memoranda, or emails from the Commissioner, Deputy Commissioner, or applicable Assistant Commissioner to CSB executive directors and other applicable CSB staff and post these documents in an easily accessible place on its web site within 10 business days of the date on which the documents are issued via letters, memoranda, or emails.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

- 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 receipt of state funds as the fiscal agent for 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, including regional DAP, acute inpatient care (LIPOS), 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 funds for that regional program allocated to the other participating CSBs 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 may 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.
 - k. Department Comments or Recommendations on CSB Operations or Performance:** The Commissioner of the Department may communicate significant issues or concerns about the operations or performance of the CSB to the executive director and CSB board members for their consideration, and the Department agrees to collaborate as appropriate with the executive director and CSB board members as they respond formally to the Department about these issues or concerns.
- 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.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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 by adjustment of allocations or payments pursuant to section 5 of this contract;
 - 2.) termination or suspension of the contract, unless funding is no longer available;
 - 3.) refusal to negotiate or execute a contract modification;
 - 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.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

- 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

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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. The CSB may discharge these responsibilities by means of a proper and sufficient self-insurance program operated by the state or a city or county government. The CSB shall provide a copy of any policy or program to the Department upon request. This contract is not intended to and does not create by implication or otherwise any basis for any claim or cause of action by a person or entity not a party to this contract arising out of any claimed violation of any provision of this contract, nor does it create any claim or right on behalf of any person to services or benefits from the CSB or the Department.
- 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.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

10. 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**

CSB

By: _____
Name: Jack W. Barber, M.D.
Title: Interim Commissioner

By: _____
Name: _____
Title: CSB Chairperson

Date: _____

Date: _____

By: _____
Name: _____
Title: CSB Executive Director

Date: _____

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services

CSB: _____

Consolidated Budget (Pages AF-3 Through AF-8)				
Funding Sources	Mental Health (MH) Services	Developmental (DV) Services	Substance Abuse (SA) Services	TOTAL
State Funds				
Local Matching Funds				
Total Fees				
Transfer Fees (In)/Out				
Federal Funds				
Other Funds				
State Retained Earnings				
Federal Retained Earnings				
Other Retained Earnings				
Subtotal: Ongoing Funds				
State Funds One-Time				
Federal Funds One-Time				
Subtotal: One-Time Funds				
Total: All Funds				

Cost for MH, DV, SA Services				
Cost for Emergency Services (AP-4)				
Cost for Ancillary Services (AP-4)				
Total Cost for Services				

Local Match Computation	
Total State Funds	
Total Local Matching Funds	
Total State and Local Funds	
Total Local Match Percentage (Local ÷ Total State + Local Funds)	

CSB Administrative Percentage	
Administrative Expenses	
Total Cost for Services	
Administrative Percentage (Admin ÷ Total Expenses)	

Note: Exhibit A is submitted to the Department by the CSB electronically using the CARS software application.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services

CSB: _____

Financial Comments

Comment 1	
Comment 2	
Comment 3	
Comment 4	
Comment 5	
Comment 6	
Comment 7	
Comment 8	
Comment 9	
Comment 10	
Comment 11	
Comment 12	
Comment 13	
Comment 14	
Comment 15	
Comment 16	
Comment 17	
Comment 18	
Comment 19	
Comment 20	
Comment 21	
Comment 22	
Comment 23	
Comment 24	
Comment 25	

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services for Mental Health (MH) Services

CSB:

Funding Sources	Funds
<u>FEES</u>	
MH Medicaid Fees	
MH Fees: Other	
Total MH Fees	
MH Fees Transfer In/(Out)	
MH NET FEES	
<u>FEDERAL FUNDS</u>	
MH FBG SED Child & Adolescent (93.958)*	
MH FBG Young Adult SMI (93.958)*	
MH FBG SMI (93.958) ¹	
MH FBG SMI PACT (93.958) ¹	
MH FBG SMI SWVBH Board (93.958) ¹	
Total MH FBG SMI Funds*	
MH FBG Geriatrics (93.958)*	
MH FBG Peer Services (93.958)*	
Total MH FBG Adults Funds*	
MH Federal PATH (93.150)*	
MH Federal CABHI (93.243)*	
MH Federal CCBHC (93.829)*	
MH Other Federal - DBHDS*	
MH Other Federal - CSB*	
TOTAL MH FEDERAL FUNDS	
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
MH Acute Care (Fiscal Agent)* ²	
MH Acute Care Transfer In/(Out)	
MH Net Acute Care - Restricted	
MH Regional DAP (Fiscal Agent)* ²	
MH Regional DAP Transfer In/ (Out)	
MH Net Regional DAP - Restricted	
MH 2014 DAP (Fiscal Agent)* ²	
MH 2014 DAP Transfer In/(Out)	
MH Net 2014 DAP - Restricted	
MH Regional Residential DAP - Restricted	
MH Crisis Stabilization (Fiscal Agent)* ²	
MH Crisis Stabilization Transfer In/(Out)	
MH Net Crisis Stabilization - Restricted	
MH Recovery (Fiscal Agent)+	
MH Other Merged Regional Funds (Fiscal Agent)+	
MH Total Regional Transfer In/(Out)	
MH Net Unrestricted Regional Funds	
Total MH Net Regional State Funds	

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services for Mental Health (MH) Services

CSB: _____

Funding Sources	Funds
<u>Children's State Funds</u>	
MH Child & Adolescent Services Initiative*	
MH Children's Outpatient Services*	
Total MH Restricted Children's Funds	_____
MH State Children's Services‡	
MH Juvenile Detention‡	
MH Demo Project - System of Care (Child) ‡	
Total MH Unrestricted Children's Funds	_____
MH Crisis Response & Child Psychiatry (Fiscal Agent)*	
MH Crisis Response & Child Psychiatry Transfer In/(Out)	_____
MH Net Crisis Response & Child Psychiatry	_____
Total MH Children's State Funds	
<u>Other State Funds</u>	
MH Law Reform*	
MH Pharmacy - Medication Supports*	
MH Jail Diversion Services*	
MH Adult Outpatient Competency Restoration Services*	
MH CIT Assessment Sites*	
MH Expand Tele-psychiatry Capacity*	
MH Young Adult SMI*	
MH PACT*	
MH PACT Forensic Enhancement*	
MH Permanent Supportive Housing CABHI*	
MH Permanent Supportive Housing (non-CSBHI)*	
MH CCBHC State Portion*	
MH Expanded Community Capacity (Fiscal Agent)*	
MH Expanded Community Capacity Transfer In/(Out)	_____
MH Net Expanded Community Capacity	
MH First Aid and Suicide Prevention (Fiscal Agent)*	
MH First Aid and Suicide Prevention Transfer In/(Out)	_____
MH Net First Aid and Suicide Prevention	_____
Total MH Restricted Other State Funds	
MH State Funds‡	
MH State Regional Deaf Services‡	
MH State NGRI Funds‡	
MH Geriatric Services‡	_____
Total MH Unrestricted Other State Funds	_____
Total MH Other State Funds	_____
TOTAL MH STATE FUNDS	

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services for Mental Health (MH) Services

CSB:

Funding Sources	Funds
 <u>OTHER FUNDS</u>	
MH Other Funds*	
MH Federal Retained Earnings*	
MH State Retained Earnings*	
MH State Retained Earnings - Regional Programs*	
MH Other Retained Earnings*	_____
TOTAL MH OTHER FUNDS	
 <u>LOCAL MATCHING FUNDS</u>	
MH Local Government Appropriations‡	
MH Philanthropic Cash Contributions‡	
MH In-Kind Contributions‡	
MH Local Interest Revenue‡	_____
TOTAL MH LOCAL MATCHING FUNDS	_____
TOTAL MH FUNDS	
 <u>ONE-TIME FUNDS</u>	
MH FBG SMI (93.958)*	
MH FBG SED Child & Adolescent (93.958)*	
MH FBG Peer Services (93.958) *	
MH State Funds*	_____
TOTAL MH ONE-TIME FUNDS	_____
 TOTAL MH ALL FUNDS	 _____

¹ These funds are earmarked but not restricted; they are part of MH FBG SMI.

² MH acute care (LIPOS), regional DAP, and crisis stabilization funds are restricted, but each type of funds can be used for the other purposes in certain situations approved by the Department.

* These funds are restricted and expenditures of them are tracked and reported separately.

‡ These funds are earmarked but not restricted; expenditures are reported for the total amount.

+ Funds are earmarked in a pool of Regional Funds; expenditures are reported for the total amount.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT
FY 2017 Exhibit A: Resources and Services for Developmental (DV) Services

CSB: _____

Funding Sources	Funds
<u>FEES</u>	
DV Other Medicaid Fees	
DV Medicaid ICF/DD Waiver Fees	
DV Fees: Other	_____
Total DV Fees	_____
DV Fees Transfer In/(Out)	_____
DV NET FEES	
<u>FEDERAL FUNDS</u>	
DV Other Federal - DBHDS*	
DV Other Federal - CSB*	_____
TOTAL DV FEDERAL FUNDS	
<u>STATE FUNDS</u>	
DV State Funds ^{1‡}	
DV OBRA Funds‡	_____
Total DV Unrestricted State Funds	
DV Rental Subsidies*	
DV Crisis Stabilization (Fiscal Agent)*	
DV Crisis Stabilization Transfer In/(Out)	_____
DV Net Crisis Stabilization*	
DV Crisis Stabilization - Children (Fiscal Agent)*	
DV Crisis Stabilization - Children Transfer In/(Out)	_____
DV Net Crisis Stabilization - Children	_____
Total DV Restricted State Funds	_____
TOTAL DV STATE FUNDS	
<u>OTHER FUNDS</u>	
DV Workshop Sales*	
DV Other Funds*	
DV State Retained Earnings*	
DV State Retained Earnings - Regional Programs*	
DV Other Retained Earnings*	_____
TOTAL DV OTHER FUNDS	
<u>LOCAL MATCHING FUNDS</u>	
DV Local Government Appropriations‡	
DV Philanthropic Cash Contributions‡	
DV In-Kind Contributions‡	
DV Local Interest Revenue‡	_____
TOTAL DV LOCAL MATCHING FUNDS	_____
TOTAL DV All FUNDS	

¹ Includes former Family Support and Children's Family Support funds.

* These funds are restricted and expenditures of them are tracked and reported separately.

‡ These funds are earmarked but not restricted; expenditures are reported for the total funds.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT
FY 2017 Exhibit A: Resources and Services for Substance Abuse (SA) Services

CSB: _____

Funding Sources	Funds
<u>FEES</u>	
SA Medicaid Fees	
SA Fees: Other	_____
Total SA Fees	
SA Fees Transfer In/(Out)	_____
SA NET FEES	
<u>FEDERAL FUNDS</u>	
SA FBG Alcohol/Drug Treatment (93.959)‡ ¹	
SA FBG SARPOS (93.959)‡	
SA FBG Jail Services (93.959)‡	
SA FBG Co-Occurring (93.959)‡	
SA FBG New Directions (93.959)‡	
SA FBG Recovery (93.959)‡	_____
Total SA FBG Alcohol/Drug Treatment Funds	
SA FBG Women (Includes LINK at 6 CSBs) (93.959)*	
SA FBG Prevention-Women (LINK) (93.959)*	_____
Total SA FBG Women Funds	
SA FBG Prevention (93.959) ²	
SA FBG Prevention-Family Wellness (93.959) ‡	_____
Total SA FBG Prevention Funds	
SA Federal CABHI (93.243)*	
SA Federal Strategic Prevention (93.243)*	
SA Other Federal - DBHDS*	
SA Other Federal - CSB*	_____
TOTAL SA FEDERAL FUNDS	
<u>STATE FUNDS</u>	
Regional Funds	
SA Facility Reinvestment (Fiscal Agent)*	
SA Facility Reinvestment Transfer In/(Out)	_____
SA Net Facility Reinvestment Funds	
Other State Funds	
SA Women (Includes LINK - 4 CSBs) ³ * (Restricted)	
SA Recovery Employment*	
SA Peer Support Recovery*	_____
Total SA Restricted Other State Funds	

¹ Includes former SA FBG Crisis Intervention. While SA FBG Alcohol/Drug Treatment funds are restricted, all of the following funds are also SA FBG Alcohol/Drug Treatment funds but are only earmarked; and the total amount of SA FBG Alcohol/Drug Treatment expenditures shall be tracked and reported.

² While SA FBG Prevention funds are restricted, these funds are also SA FBG Prevention funds but are only earmarked; and the total amount of SA FBG Prevention expenditures shall be tracked and reported.

³ Includes former SA Postpartum Women funds.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT
FY 2017 Exhibit A: Resources and Services for Substance Abuse (SA) Services

CSB: _____

Funding Sources	Funds
Unrestricted Other State Funds	
SA State Funds ^{4‡}	
SA Region V Residential‡	
SA Jail Services/Juvenile Detention‡	
SA MAT - Medically Assisted Treatment‡	
SA SARPOS‡	
SA Recovery‡	
SA HIV/AIDS‡	
Total SA Unrestricted Other State Funds	_____
Total SA Other State Funds	_____
TOTAL SA STATE FUNDS	
<u>OTHER FUNDS</u>	
SA Other Funds*	
SA Federal Retained Earnings*	
SA State Retained Earnings*	
SA State Retained Earnings - Regional Programs*	
SA Other Retained Earnings*	
TOTAL SA OTHER FUNDS	_____
<u>LOCAL MATCHING FUNDS</u>	
SA Local Government Appropriations‡	
SA Philanthropic Cash Contributions‡	
SA In-Kind Contributions‡	
SA Local Interest Revenue‡	
TOTAL SA LOCAL MATCHING FUNDS	_____
TOTAL SA FUNDS	_____
<u>ONE-TIME FUNDS</u>	
SA FBG Alcohol/Drug Treatment (93.959) *	
SA FBG Women (includes LINK - 6 CSs) (93.959) *	
SA FBG Prevention (93.959) *	
SA State Funds	
TOTAL SA ONE-TIME FUNDS	_____
TOTAL SA ALL FUNDS	_____

⁴Includes former SA Facility Diversion funds.

* These funds are restricted, and expenditures of them are tracked and reported separately.

‡ These funds are earmarked but not restricted; expenditures are reported for the total of these funds.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services

Local Government Tax Appropriations

CSB: _____

City or County	Tax Appropriation
Total Local Government Tax Funds	

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services

Supplemental Information

Reconciliation of Projected Resources and Core Services Costs by Program Area

CSB: _____

	MH Services	DV Services	SA Services	Emergency Services	Ancillary Services	Total
Total All Funds (Page AF-1)						
Cost for MH, DV, SA, Emergency, and Ancillary Services (Page AF-1)						
Difference						

Difference results from

Other: _____

Explanation of Other in Table Above

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services

CSB 100 Mental Health Services

CSB: _____

Form 11: Mental Health (MH) Services Program Area (100)			
Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Psychiatric Inpatient Services	Beds		
310 Outpatient Services	FTEs		
350 Assertive Community Treatment	FTEs		
320 Case Management Services	FTEs		
410 Day Treatment or Partial Hospitalization	Slots		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Mental Health Rehabilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 MH Highly Intensive Residential Services	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

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

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services

CSB 200 Developmental Services

CSB: _____

Form 21: Developmental (DV) Services Program Area (200)			
Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
310 Outpatient Services	FTEs		
320 Case Management Services	FTEs		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Developmental Habilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 Highly Intensive Residential Services (Community-Based ICF/ID Services)	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services

CSB 300 Substance Abuse Services

CSB: _____

Form 31: Substance Abuse (SA) Services Program Area (300)			
Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
250 Acute Substance Abuse Inpatient Services	Beds		
260 Community-Based Substance Abuse Medical Detoxification Inpatient Services	Beds		
310 Outpatient Services	FTEs		
313 Intensive Outpatient Services	FTEs		
335 Medication Assisted Treatment	FTEs		
320 Case Management Services	FTEs		
410 Day Treatment or Partial Hospitalization	Slots		
420 Ambulatory Crisis Stabilization Services	Slots		
425 Substance Abuse Rehabilitation	Slots		
430 Sheltered Employment	Slots		
465 Group Supported Employment	Slots		
460 Individual Supported Employment	FTEs		
501 Highly Intensive Residential Services (Medically Managed Withdrawal Services)	Beds		
510 Residential Crisis Stabilization Services	Beds		
521 Intensive Residential Services	Beds		
551 Supervised Residential Services	Beds		
581 Supportive Residential Services	FTEs		
610 Prevention Services	FTEs		
Totals			

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit A: Resources and Services

CSB 400 Emergency and Ancillary Services

CSB: _____

Form 01: Emergency and Ancillary Services (400)			
Core Services	Projected Service Capacity	Projected Numbers of Individuals Receiving Services	Projected Total Service Costs
100 Emergency Services	FTEs		
Ancillary Services			
318 Motivational Treatment Services	FTEs		
390 Consumer Monitoring Services	FTEs		
720 Assessment and Evaluation Services	FTEs		
620 Early Intervention Services	FTEs		
730 Consumer-Run Services			
Ancillary Services Totals			

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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

The Department shall continue to work with CSBs to achieve a welcoming, recovery-oriented, integrated services system, a transformed system for individuals receiving services and their families in which CSBs, state facilities, programs, and services staff, in collaboration with individuals and their families, are becoming more welcoming, recovery-oriented, and co-occurring disorder capable. The process for achieving this goal within limited resources is to build a system-wide CQI process in a partnership among CSBs, the Department, and other stakeholders in which there is a consistent shared vision combined with a measurable and achievable implementation process for each CSB to make progress toward this vision. Appendix E in the CSB Administrative Requirements provides further clarification for those implementation activities, so that each CSB can be successful in designing a performance improvement process at the local level.

Pursuant to Section 7: Accountability in the Community Services Performance Contract Partnership Agreement, the CSB provides the affirmations in Appendix E of the CSB Administrative Requirements of its compliance with the performance expectations and goals in that appendix. If the CSB cannot provide a particular affirmation, it shall attach an explanation to this exhibit with a plan for complying with the identified expectation or goal, including specific actions and target dates. The Department will review this plan and negotiate any changes with the CSB, whereupon, it will be part of this exhibit.

I. Exhibit B Performance Measures

The CSB agrees to monitor and collect data on the following Exhibit B performance measures and to report measures I.D and E using the Exhibit B Quarterly Performance Measures Report.

- A. The CSB agrees to monitor the percentage of individuals for whom the CSB is the identified case management CSB who keep a face-to-face (non-emergency) outpatient service visit within seven calendar days after having been discharged from a private psychiatric hospital or psychiatric unit in a public or private hospital following involvement in the civil involuntary admission process. This includes all individuals referred to the CSB upon discharge from a private psychiatric hospital or psychiatric unit in a public or private hospital who were under a temporary detention or an involuntary commitment order or who were admitted voluntarily from a commitment hearing. The Department agrees to monitor this measure for discharges from state hospitals through comparing AVATAR data on individuals discharged from state hospitals to the CSB with CCS data about their dates of mental health services after discharge from the state hospital. The Department agrees to monitor this measure for discharges from private hospitals through comparing CCS 3 data on individuals receiving inpatient services funded by the CSB and the next date on which those individuals received outpatient services after the end date for the inpatient services.
- B. The CSB agrees to monitor the percentage of adults (age 18 or older) in the Department of Justice Settlement Agreement population receiving case management services from the CSB whose case managers discussed integrated, community-based employment with them during their annual case management individual supports plan (ISP) meetings or updates. The Department agrees to monitor this measure through using CCS data and work with the CSB to increase this percentage. Refer to State Board Policy (SYS) 1044 Employment First for additional information and guidance. Integrated, community-based employment does not include sheltered employment.
- C. The CSB agrees to monitor the percentage of adults (age 18 or older) in the Department of Justice Settlement Agreement population receiving case management services from the CSB whose ISPs, developed or updated at the annual ISP meeting or update, included

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

employment-related or employment-readiness goals. The Department agrees to monitor this measure through using CCS data and work with the CSB to increase this percentage. Employment-related or employment-readiness goals do not include sheltered employment or prevocational services.

- D. The CSB agrees to monitor and report in the quarterly Exhibit B Report the percentage of individuals in the Department of Justice (DOJ) Settlement Agreement population receiving case management services from the CSB whose case managers discussed community engagement opportunities with them during their most recent annual case management individual support plan (ISP) meeting or update. Community engagement is a DD Waiver service that supports and fosters the ability of an individual to acquire, retain, or improve skills necessary to build positive social behavior, interpersonal competence, greater independence, employability, and personal choice necessary to access typical activities and functions of community life such as those chosen by the general population; it does not include community opportunities with more than three individuals with disabilities.
- E. The CSB agrees to monitor and report in the quarterly Exhibit B Report the percentage of individuals in DOJ Settlement Agreement population receiving case management services from the CSB whose individual support plans (ISPs), developed or updated at the annual ISP meeting or update, contained community engagement goals.

II. Data Quality Feedback

The Department shall provide regular reports to the CSB on the completeness and validity of its CCS 3 individual and service data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB's CCS 3 submissions (e.g., a persistent fatal error rate of more than 10 percent of its CCS consumer records) and, upon approval of the Department, shall implement the plan of correction. Persistent deficiencies that are not resolved through this process shall be addressed with an Individual CSB Performance Measure in Exhibit D. If the CSB fails to satisfy requirements in the Exhibit D by the end of the contract term, the Department may impose a one-time, one percent reduction not to exceed \$15,000 of state funds apportioned for CSB administrative expenses on the CSB. See Exhibit I for more information.

III. CSB Performance Measures: The CSB and Department agree to use the CSB Performance Measures, developed by the Department in collaboration with the VACSB Data Management and Quality Assurance Committees and available on the Department's web site at www.dbhds.virginia.gov, to monitor outcome and performance measures for CSBs and improve the CSB's performance on measures where the CSB falls below the benchmark. These performance measures include:

- intensity of engagement of individuals receiving mental health case management services,
- intensity of engagement of individuals receiving substance abuse outpatient services,
- intensity of engagement of children receiving mental health case management services,
- retention of individuals in community substance abuse services,
- percent of individuals receiving face-to-face developmental case management services in the DOJ Settlement Agreement population for enhanced case management services,
- percent of individuals receiving in-home developmental case management services in the DOJ Settlement Agreement population for enhanced case management services,
- adult civil temporary detention order (TDO) admissions to state hospitals per 100,000,

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

- adult forensic TDO admissions to state hospitals per 100,000,
- adult civil TDO state hospital bed day utilization per 100,000,
- adult forensic TDO state hospital bed day utilization per 100,000,
- adult civil state hospital bed day utilization per 100,000,
- adult forensic state hospital bed day utilization per 100,000,
- health well being goal measure (DOJ measure),
- community inclusion goal measure (DOJ measure),
- choice and self-determination goal measure (DOJ measure),
- living arrangement measure (DOJ measure), and
- day activity measure (DOJ measure).

IV. Access to Substance Abuse Services for Pregnant Women

Source of Requirement	SABG Block Grant
Type of Measure	Aggregate
Data Needed For Measure	Number of Pregnant Women Requesting Service
	Number of Pregnant Women Receiving Services Within 48 Hours
Reporting Frequency	Annually
Reporting Mechanism	Performance Contract Reports (CARS)

Signature: In witness thereof, the CSB provides the affirmations in Appendix E of the CSB Administrative Requirements and agrees to monitor and collect data and report on the measures in sections I, III, IV, and V, comply with requirements in section II, and use data from the Department or other sources to monitor accomplishment of performance measures in this Exhibit and the expectations, goals, and affirmations in Appendix E, as denoted by the signatures of the CSB’s Chairperson and Executive Director.

CSB

By: _____

By: _____

Name: _____

Name: _____

Title: CSB Chairperson

Title: CSB Executive Director

Date: _____

Date: _____

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

FY 2017 Exhibit B Quarterly Performance Measures Report			
Date of Report:		Quarter: <input type="checkbox"/> First <input type="checkbox"/> Second <input type="checkbox"/> Third <input type="checkbox"/> Fourth Quarter	
CSB Name:		Contact Name:	
Contact Telephone Number:		E-Mail Address:	
Exh. B	Measure	Data	Data Reported
I.D	Percentage of individuals in the DOJ Settlement Agreement population receiving case management services from the CSB whose case managers discussed community engagement opportunities with them during their most recent annual case management individual support plan (ISP) meeting or update.		Number of individuals whose case managers discussed community engagement opportunities with them during their annual ISP reviews in this quarter.
			Number of individuals whose case managers conducted annual ISP reviews in this quarter.
		%	Enter 1 st number ÷ by 2 nd number x 100.
I.E	Percentage of individuals in the DOJ Settlement Agreement population receiving case management services from the CSB whose individual support plans (ISPs), developed or updated at the annual ISP meeting or update, contained community engagement goals.		Number of individuals with ISPs reviewed in this quarter whose ISPs contained community engagement goals.
			Number of individuals whose case managers conducted annual ISP reviews in this quarter.
		%	Enter 1 st number ÷ by 2 nd number x 100.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit C: Discharge Assistance Program (DAP) Requirements

The Department and the CSB agree to implement the following requirements for management and utilization of all current regional state DAP funds to enhance monitoring of and financial accountability for DAP funding, decrease the number of individuals on state hospital extraordinary barriers to discharge lists (EBLs), and return the greatest number of individuals with long lengths of state hospital stays to their communities. These Exhibit C requirements do not apply to new state 2014 DAP funds, which the Department allocates for individualized discharge assistance program plans (IDAPPs) that it approves.

1. The Department shall work with the VACSB, representative CSBs, and regional managers to develop clear and consistent criteria for identification of individuals who would be eligible for IDAPPs and acceptable uses of regional state DAP funds and standard terminology that all CSBs and regions shall use for collecting and reporting data about individuals, services, funds, expenditures, and costs.
2. The CSB shall comply with the current Discharge Assistance Program Manual issued by the Department, which is incorporated into and made a part of this contract by reference. If there are conflicts or inconsistencies between the Manual and this contract, applicable provisions of the contract shall control.
3. All regional state DAP funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization management and consultation team (RUMCT) on which the CSB participates in accordance with Appendices E and F of Core Services Taxonomy 7.2.
4. The CSB, through the RMG and RUMCT on which it participates, shall ensure that other funds such as Medicaid payments are used to offset the costs of approved IDAPPs to the greatest extent possible so that regional state DAP funds can be used to implement additional IDAPPs to reduce EBLs.
5. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall submit mid-year and end of the fiscal year reports to the Department in a format developed by the Department in consultation with regional managers that separately displays the total actual year-to-date expenditures of regional state DAP funds for ongoing IDAPPs and for one-time IDAPPs and the amounts of obligated but unspent regional state DAP funds.
6. The CSB and state hospital representatives on the RMG on which the CSB participates shall have authority to reallocate regional state DAP funds among CSBs from CSBs that cannot use them in a reasonable time to CSBs that need additional regional state DAP funds to implement more IDAPPs to reduce EBLs.
7. If CSBs in the region cannot expend at least 90 percent and obligate at least 95 percent of the total annual regional state DAP fund allocations on a regional basis by the end of the fiscal year, the Department may work with the RMG and participating CSBs to transfer regional state DAP funds to other regions to reduce EBLs to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended or unobligated regional state DAP funds.
8. On behalf of the CSBs in a region, the regional manager shall continue submitting the quarterly summary of IDAPPs to the Department in a format developed by the Department in consultation with regional managers that displays year-to-date information about ongoing and one-time IDAPPs, including data about each individual receiving DAP services, the amounts of regional state DAP funds approved for each IDAPP, the total number of IDAPPs that have been implemented, and the projected total net regional state DAP funds obligated for these IDAPPs.
9. The Department, pursuant to sections 6.f and 7.g of this contract, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of regional state DAP funds and the implementation of all approved ongoing and one-time IDAPPs.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit D: Individual CSB Performance Measures

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

**Virginia Department of Behavioral Health
and Developmental Services**

CSB

By: _____

By: _____

Name: Jack W. Barber, M.D.
Title: Interim Commissioner

Name: _____
Title: CSB Chairperson

Date: _____

Date: _____

By: _____

Name: _____
Title: CSB Executive Director

Date: _____

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit E: Performance Contract Process

05-06-16: The Department distributes the FY 2017 and FY 2018 Performance Contract by this date electronically. An Exhibit D may list performance measures that have been negotiated with a CSB to be included in the contract. The Department's Information Services and Technology (IS&T) office distributes the FY 2017 and FY 2018 Community Services Performance Contract package software in the Community Automated Reporting System (CARS) to CSBs. The Department distributes the FY 2017 Letters of Notification to CSBs by this date electronically with enclosures that show tentative allocations of state and federal block grant funds.

06-24-16: Exhibit A and other parts of the FY 2017 and FY 2018 Community Services Performance Contract, submitted electronically in CARS, are due in the IS&T by this date. Tables 1 and 2 of the Performance Contract Supplement (also in CARS) shall be submitted with the contract. While a paper copy of the entire contract is not submitted, paper copies of the following completed pages with signatures where required are due in the Office of Support Services (OSS) by this date: signature pages of the contract body and Exhibit B, Exhibit D if applicable, Exhibit F (two pages), and Exhibit G. Contracts shall conform to Letter of Notification allocations of state and federal funds or amounts subsequently revised by or negotiated with the OSS and confirmed in writing and shall contain actual appropriated amounts of local matching funds. If the CSB cannot include the minimum 10 percent local matching funds in the contract, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code of Virginia and State Board Policy 4010, to the OSS with its contract. This requirement also applies to end of the fiscal year performance contract reports if the reports reflect less than the minimum 10 percent local matching funds.

During June and July, CSB Financial Analysts in the Department's Office of Fiscal and Grants Management (OFGM) prepare electronic data interchange (EDI) transfers for the first two semi-monthly payments (July) of state and federal funds for all CSBs and send the transfers to the Department of Accounts.

07-11-16: The IS&T distributes FY 2016 end of the fiscal year performance contract report software in CARS.

07-29-16: CSBs submit their Community Consumer Submission (CCS) consumer, type of care, and service extract files for June to the IS&T in time to be received by this date.

CSB Financial Analysts prepare EDI transfers for payments 3 and 4 (August) of state and federal funds and send the transfers to the Department of Accounts.

During August and September, CSB Financial Analysts prepare EDI transfers for payments 5 and 6 (September) of state and federal funds for CSBs whose contracts were received and determined to be complete by **08-12-16** and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts. Payments shall not be released without complete contracts, as defined in Exhibit E and item 1 of Exhibit I. For a CSB whose contract is received after this date, EDI transfers for these two semi-monthly payments will be processed when the contract is complete and funds will be disbursed with the next scheduled payment.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

08-19-16: Department staff complete reviews by this date of contracts received by the due date that are complete and acceptable. Contracts received after the due date shall be processed in the order in which they are received.

1. The OFGM analyzes the revenue information in the contract for conformity to Letter of Notification allocations and advises the CSB to revise and resubmit financial forms in Exhibit A of its contract if necessary.
2. The Offices of Mental Health and Substance Abuse, Child and Family, and Developmental Services review and approve new service proposals and consider program issues related to existing services based on Exhibit A.
3. The OSS assesses contract completeness, examines maintenance of local matching funds, integrates new service information, makes corrections and changes on the service forms in Exhibit A, negotiates changes in Exhibit A, and finalizes the contract for signature by the Commissioner. The OSS Community Contracting Director notifies the CSB when its contract is not complete or has not been approved and advises the CSB to revise and resubmit its contract.
4. The IS&T receives CARS and CCS submissions from CSBs, maintains the community services database, and processes signed contracts into that database as they are received from the OSS.

08-19-16: CSBs submit their complete CCS reports for total (annual) FY 2016 CCS service unit data to the IS&T in time to be received by this date. This later date for final CCS service unit data allows for the inclusion of all units of services delivered in that fiscal year that might not be in local information systems in July.

08-31-16: CSBs submit their CCS monthly consumer, type of care, and service extract files for July to the IT&S in time to be received by this date.

08-31-16: CSBs send complete FY 2016 end of the fiscal year performance contract reports electronically in CARS to the IS&T in time to be received by this date.

IS&T staff places the reports in a temporary data base for OSS and OFGM staff to access them. The OSS Community Contracting Director reviews services sections of the reports for correctness, completeness, consistency, and acceptability; resolves discrepancies with CSBs; and communicates necessary changes to CSBs. OFGM CSB Financial Analysts review financial portions of reports for arithmetic accuracy, completeness, consistency, and conformity with state funding actions; resolve discrepancies with CSBs; and communicate necessary changes to CSBs.

Once they complete their reviews of a CSB's reports, the OSS Community Contracting Director and OFGM CSB Financial Analysts notify the CSB to submit new reports reflecting only those approved changes to IS&T. CSBs submit new reports to correct errors or inaccuracies no later than **09-16-2016**. The Department will not accept CARS report corrections after this date. Upon receipt, the process described above is repeated to ensure the new reports contain only those changes identified by OFGM and OSS staff. If the reviews document this, OSS and OFGM staff approves the reports, and IS&T staff processes final report data into the Department's community services database.

Late report submission or submitting a report without correcting errors identified by the CARS error checking program may result in the imposition by the Department of a one-time, one percent reduction not to exceed \$15,000 of state funds apportioned for CSB administrative expenses. See Exhibit I for additional information.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

08-31-16: CSBs submit their 4th quarter FY 2016 Exhibit B Quarterly Performance Measures Reports to the OCC in time to be received by this date.

08-31-16: After the Commissioner signs it, the OSS sends a copy of the approved contract Exhibit A to the CSB with the signature page containing the Commissioner's signature. The CSB shall review this Exhibit A, which reflects all changes negotiated by Department staff; complete the signature page, which documents its acceptance of these changes; and return the completed signature page to the OSS Community Contracting Director.

During September and October, CSB Financial Analysts prepare EDI transfers for payments 7 and 8 (October) and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for payment 7 for CSBs with signed contracts that submitted their final FY 2016 CCS consumer, type of care, and service extract files by the due date and whose FY 2016 end of the fiscal year CARS reports and 4th quarter FY 2016 Exhibit B Quarterly Performance Measures Reports were received in the Department by the due date. Payments 7 and 8 shall not be released without a contract signed by the Commissioner and receipt of those CCS extract files, complete CARS reports as defined in item 2.a. of Exhibit I, and Exhibit B Reports.

09-30-16: CSBs submit their CCS monthly consumer, type of care, and service extract files for August to the IT&S in time to be received by this date.

During October and November, CSB Financial Analysts prepare EDI transfers for payments 9 and 10 (November), and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose complete CCS submissions for the first two months of FY 2016 and the completed contract signature page were received from the CSB.

10-17-16: CSBs submit Federal Balance Reports to the OFGM in time to be received by this date.

10-31-16: CSBs submit CCS monthly consumer, type of care, and service extract files for September to the IT&S and their 1st quarter Exhibit B Quarterly Performance Measures Reports to the OSS in time to be received by this date.

During November and December, CSB Financial Analysts prepare EDI transfers for payments 11 and 12 (December), and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts. Payments shall not be released without receipt of September CCS submissions and 1st quarter Exhibit B Quarterly Performance Measures Reports.

11-30-16: CSBs submit their CCS monthly consumer, type of care, and service extract files for October to the IT&S in time to be received by this date.

12-01-16: A. CSBs that are not local government departments or included in local government audits send one copy of the audit report for the preceding fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR) by this date. A management letter and plan of correction for deficiencies must be sent with this report. CSBs submit a copy of C.P.A. audit reports for all contract programs for their last full fiscal year, ending on June 30, to the OBFR by this date. For programs with different fiscal years, reports are due three months after the

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

end of the year. Management letters and plans of correction for deficiencies must be included with these reports.

- B.** Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts by the local government. Under a separate cover, the CSB must forward a plan of correction for any audit deficiencies that are related to or affect the CSB to the OBFR by this date. Also, to satisfy federal block grant sub-recipient monitoring requirements imposed on the Department under the Single Audit Act, a CSB that is a local government department or is included in its local government audit shall contract with the same CPA audit firm that audits its locality to perform testing related to the federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grants. Alternately, the local government's internal audit department can work with the CSB and the Department to provide the necessary sub-recipient monitoring information.

If the CSB receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, the CSB and the Department shall negotiate an Exhibit D that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them, and this Exhibit D and the proposed plan shall become part of this contract.

During December CSB Financial Analysts prepare EDI transfers for payment 13 (1st January), and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose FY 2016 end of the fiscal year performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose CCS monthly extracts for October have been received. Payments shall not be released without verified reports and CCS submissions for October.

12-30-16: CSBs submit their CCS monthly consumer, type of care, and service extract files for November to the IT&S in time to be received by this date.

During January and early February, CSB Financial Analysts prepare EDI transfers for payments 14 through 16 (2nd January, February), and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for November were received by the end of December. Payments shall not be released without receipt of these monthly CCS submissions and receipt of audit reports with related management letters and plans of corrections (A at 12-01-16) or sub-recipient monitoring information and plans of corrections (B at 12-01-16).

01-13-17: IS&T distributes FY 2017 mid-year performance contract report software in CARS.

01-31-17: CSBs submit their CCS monthly consumer, type of care, and service extract files for December to the OIST and their 2nd quarter Exhibit B Quarterly Performance Measures Reports to the OSS in time to be received by this date.

02-16-17: CSBs send complete mid-year performance contract reports and a revised Table 1 in Exhibit H to the IS&T electronically in CARS within 45 calendar days after the end of the second quarter in time to be received by this date. IT&S staff places the reports on a shared drive for OSS and OFGM staff to access them. The offices review and act on the reports using the process described for the end of the fiscal year reports. When reports are acceptable, IS&T staff processes the data into the community services data base.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

During late February, CSB Financial Analysts prepare EDI transfers for payment 17 (1st March), and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for December and 2nd quarter Exhibit B Quarterly Performance Measures Reports were received by the end of January; payments shall not be released without these monthly CCS submissions and Exhibit B Reports.

During March, CSB Financial Analysts prepare EDI transfers for payments 18 and 19 (2nd March, 1st April) and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose complete FY 2017 mid-year performance contract reports were received by the due date. Payments shall not be released without complete reports, as defined in item 2.a. of Exhibit I.

02-28-17: CSBs submit their CCS monthly consumer, type of care, and service extract files for January to the IS&T in time to be received by this date.

03-31-17: CSBs submit their CCS monthly consumer, type of care, and service extract files for February to the IS&T in time to be received by this date.

During April and early May, CSB Financial Analysts prepare EDI transfers for payments 20 through 22 (2nd April, May) and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts for CSBs whose mid-year performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose monthly CCS consumer, type of care, and service extract files for January and February were received by the end of the month following the month of the extract. Payments shall not be released without verified reports and these monthly CCS submissions.

04-28-17: CSBs submit their CCS monthly consumer, type of care, and service extract files for March to the IS&T and their 3rd quarter Exhibit B Quarterly Performance Measures Reports to the OSS in time to be received by this date.

During late May, CSB Financial Analysts prepare EDI transfers for payment 23 (1st June), and, after the OSS Community Contracting Director authorizes their release, send transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for March and 3rd quarter Exhibit B Quarterly Performance Measures Reports were received by the end of April. Payments shall not be released without these monthly CCS submissions and Exhibit B Reports.

05-31-17: CSBs submit their CCS monthly consumer, type of care, and service extract files for April to the IS&T in time to be received by this date.

During early June, CSB Financial Analysts prepare EDI transfers for payment 24 (2nd June) and, after the OSS Community Contracting Director authorizes their release, send the transfers to the Department of Accounts, after the Department has made any final adjustments in the CSB's state and federal funds allocations, for CSBs whose monthly CCS consumer, type of care, and service extract files for April were received by the end of May. Payments shall not be released without these monthly CCS submissions.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

- 06-30-17:** CSBs submit their CCS monthly consumer, type of care, and service extract files for May to the IS&T by this date.
- 07-13-17:** The IS&T distributes FY 2017 end of the fiscal year performance contract report software in CARS to CSBs.
- 07-31-17:** CSBs submit their CCS consumer, type of care, and service extract files for June to the OIST in time to be received by this date.
- 08-11-17:** CSBs submit their complete Community Consumer Submission (CCS) reports for total (annual) FY 2017 service units to the IS&T in time to be received by this date. This later date for final CCS service unit data, allows for the inclusion of all units of services delivered in the fiscal year that might not be in local information systems in July.
- 08-31-17:** CSBs send complete FY 2017 end of the fiscal year performance contract reports electronically in CARS to the IS&T in time to be received by this date. If the CSB cannot include the minimum 10 percent local matching funds in its reports and a waiver has not been granted previously in the fiscal year by the Department, it shall submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code of Virginia and State Board Policy 4010, to the OSS with its report.
- 09-01-17:** CSBs submit their 4th quarter Exhibit B Quarterly Performance Measures Reports in time to the OCC be received by this date.

Performance Contract Revision Instructions

The CSB may revise Exhibit A of its signed contract only in the following circumstances:

1. a new, previously unavailable category or subcategory of core services is implemented;
2. an existing category or subcategory of core services is totally eliminated;
3. a new program offering an existing category or subcategory of core services is implemented;
4. a program offering an existing category or subcategory of core services is eliminated;
5. new restricted or earmarked state or federal funds are received to expand an existing service or establish a new one;
6. state or federal block grant funds are moved among program (mental health, developmental, or substance abuse) areas or emergency or ancillary services (an exceptional situation);
7. allocations of state, federal, or local funds change; or
8. a major error is discovered in the original contract.

Revisions of Exhibit A shall be submitted using the CARS software and the same procedures used for the original performance contract.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit F: Federal Compliances

Certification Regarding Salary: Federal Mental Health and Substance Abuse Prevention and Treatment Block Grants

Check One

- _____ 1. The CSB has no employees being paid totally with Federal Mental Health Block Grant funds or Federal Substance Abuse Block Grant (SABG) funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level II of the federal Executive Schedule.
- _____ 2. The following employees are being paid totally with Federal Mental Health or SABG funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level II of the federal Executive Schedule.

	<i>Name</i>	<i>Title</i>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

Assurances Regarding Equal Treatment for Faith-Based Organizations

The CSB assures that it is and will continue to be in full compliance with the applicable provisions of 45 CFR Part 54, Charitable Choice Regulations, and 45 CFR Part 87, Equal Treatment for Faith-Based Organizations Regulations, in its receipt and use of federal Mental Health Services and SABG funds and federal funds for Projects for Assistance in Transitions from Homelessness programs. Both sets of regulations prohibit discrimination against religious organizations, provide for the ability of religious organizations to maintain their religious character, and prohibit religious organizations from using federal funds to finance inherently religious activities.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit F: Federal Compliances

Assurances Regarding Restrictions on the Use of Federal Block Grant Funds

The CSB assures that it is and will continue to be in full compliance with the applicable provisions of the federal Mental Health Services Block Grant (CFDA 93.958) and the federal Substance Abuse Block Grant (CFDA 93.959), including those contained in Appendix B of the CSB Administrative Requirements and the following requirements. Under no circumstances shall Federal Mental Health Services and Substance Abuse Block Grant (SABG) funds be used to:

1. provide mental health or substance abuse inpatient services¹;
2. make cash payments to intended or actual recipients of services;
3. purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
5. provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
6. provide financial assistance to any entity other than a public or nonprofit private entity; or
7. provide treatment services in penal or correctional institutions of the state.

Also, no SABG prevention set-aside funds shall be used to prevent continued substance use by anyone diagnosed with a substance use disorder.

[Source: 45 CFR § 96.135]

Signature of CSB Executive Director

Date

¹ However, the CSB may expend SABG funds for inpatient hospital substance abuse services only when all of the following conditions are met:

- a. the individual cannot be effectively treated in a community-based, non-hospital residential program;
- b. the daily rate of payment provided to the hospital for providing services does not exceed the comparable daily rate provided by a community-based, non-hospital residential program;
- c. a physician determines that the following conditions have been met: (1) the physician certifies that the person's primary diagnosis is substance abuse, (2) the person cannot be treated safely in a community-based, non-hospital residential program, (3) the service can reasonably be expected to improve the person's condition or level of functioning, and (4) the hospital-based substance abuse program follows national standards of substance abuse professional practice; and
- d. the service is provided only to the extent that it is medically necessary (e.g., only for those days that the person cannot be safely treated in a community-based residential program).

[Source: 45 CFR § 96.135]

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit G: Local Contact for Disbursement of Funds

1. Name of the CSB: _____

2. City or County designated as the CSB's Fiscal Agent: _____

If the CSB is an operating CSB and has been authorized by the governing body of each city or county that established it to receive state and federal funds directly from the Department and act as its own fiscal agent pursuant to Subsection A.18 of § 37.2-504 of the Code of Virginia, do not complete items 3 and 4 below.

3. Name of the Fiscal Agent's City Manager or County Administrator or Executive:

Name: _____ Title: _____

4. Name of the Fiscal Agent's County or City Treasurer or Director of Finance:

Name: _____ Title: _____

5. Name, title, and address of the Fiscal Agent official or the name and address of the CSB if it acts as its own fiscal agent to whom checks should be electronically transmitted:

Name: _____ Title: _____

Address: _____

This information should agree with information at the top of the payment document e-mailed to the CSB, for example: Mr. Joe Doe, Treasurer, P.O. Box 200, Winchester, VA 22501.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

Exhibit I: Administrative Performance Standards

The CSB shall meet these administrative performance standards in submitting its performance contract, contract revisions, semi-annual performance contract reports in the Community Automated Reporting System (CARS), and monthly Community Consumer Submission (CCS) extracts to the Department.

1. The performance contract and any revisions submitted by the CSB shall be:
 - a. complete, that is all required information is displayed in the correct places and all required Exhibits, including applicable signature pages, are included;
 - b. consistent with Letter of Notification allocations or figures subsequently revised by or negotiated with the Department;
 - c. prepared in accordance with instructions in the Department-provided CARS software and any subsequent instructional memoranda; and
 - d. received by the due dates listed in Exhibit E of this contract.

If these performance contract standards are not met, the Department may delay future semi-monthly payments until satisfactory performance is achieved.

2. Semi-annual performance contract reports submitted by the CSB shall be:
 - a. complete, that is all required information is displayed in the correct places, all required data are included in the electronic CARS application reports, and any required paper forms that gather information not included in CARS are submitted;
 - b. consistent with the state and federal block grant funds allocations in the Letter of Notification or figures subsequently revised by or negotiated with the Department;
 - c. prepared in accordance with instructions;
 - d. (i) internally consistent and arithmetically accurate: all related expense, resource, and cost data are consistent, congruent, and correct within a report, and (ii) submitted only after errors identified by the CARS error checking programs are corrected; and
 - e. received by the due dates listed in Exhibit E of this contract.

If the CSB does not meet these standards for its semi-annual CARS reports, the Department may delay future semi-monthly payments until satisfactory performance is achieved. The Department may impose one-time reductions of state funds apportioned for CSB administrative expenses¹ on a CSB for its failure to meet the following standards in its end of the fiscal year CARS report:

- a one percent reduction not to exceed \$15,000 for failure to comply with standard 2.d; and
 - a one percent reduction not to exceed \$15,000 for failure to comply with standard 2.e, unless an extension has been obtained from the Department through the process on the next page.
3. Monthly consumer, type of care, and service extract files shall be submitted by the end of the month following the month of the extract in accordance with the CCS Extract and Design Specifications, including the current Business Rules. The submissions shall satisfy the requirements in section II Data Quality Feedback of Exhibit B and the Data Quality Performance Expectation Affirmations in Appendix E of the CSB Administrative Requirements. If the CSB fails to meet the extract submission requirements in Exhibit E of this

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

contract, the Department may delay semi-monthly payments until satisfactory performance is achieved.

4. If the Department negotiates an Exhibit D with a CSB because of unacceptable data quality, and the CSB fails to satisfy the requirements in Exhibit D by the end of the contract term, the Department may impose a one-time one percent reduction not to exceed a total of \$15,000 of state funds apportioned for CSB administrative expenses¹ on the CSB.
5. Substance abuse prevention units of service data and quarterly reports shall be submitted to the Department through the Social Solutions Efforts to Outcome (ETO) Prevention Data System.

¹ The Department will calculate state funds apportioned for CSB administrative expenses by multiplying the total state funds allocated to the CSB by the CSB's administrative percentage displayed on page AF-1 of the contract.

The CSB shall not allocate or transfer a one-time reduction of state funds apportioned for administrative expenses to direct service or program costs.

Process for Obtaining an Extension of the End of the Fiscal Year CARS Report Due Date

The Department will grant an extension only in very exceptional situations such as a catastrophic information system failure, a key staff person's unanticipated illness or accident, or a local emergency or disaster situation that makes it impossible to meet the due date.

1. It is the responsibility of the CSB to obtain and confirm the Department's approval of an extension of the due date within the time frames specified below. Failure of the CSB to fulfill this responsibility constitutes prima facie acceptance by the CSB of any resulting one-time reduction in state funds apportioned for administrative expenses.
2. As soon as CSB staff becomes aware that it cannot submit the end of the year CARS report in time to be received in the Department by 5:00 p.m. on the due date, the executive director must inform the Office of Support Services (OSS) Director or Community Contracting Director that it is requesting an extension of this due date. This request should be submitted as soon as possible and it shall be in writing, describe completely the reason(s) and need for the extension, and state the date on which the report will be received by the Department.
3. The written request for an extension must be received in the OSS no later than 5:00 p.m. on the fourth business day before the due date. A facsimile transmission of the request to the OSS fax number (804-371-0092), received by that time and date, is acceptable if receipt of the transmission is confirmed with a return facsimile memo from the OSS no later than 5:00 p.m. on the third business day before the due date. Telephone extension requests are not acceptable and will not be processed.
4. The OSS will act on all requests for due date extensions that are received in accordance with this process and will notify the requesting CSBs by facsimile transmission of the status of their requests by 5:00 p.m. on the second business day before the due date.

Exhibit J: Other CSB Accountability Requirements

These requirements apply to the CSB board of directors or staff and the services included in this contract. Additional requirements are contained in the CSB Administrative Requirements.

I. Compliance with State Requirements

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

1. Pursuant to § 2.2-3100.1 of the Code of Virginia, the CSB shall ensure that new board members are furnished with a copy of the State and Local Government Conflict of Interests Act by the executive director or his or her designee within two weeks following a member's appointment, and new members shall read and become familiar with provisions of the act. The CSB shall ensure board members and applicable CSB staff receive training on the act. If required by § 2.2-3115 of the Code, CSB board members and staff shall file annual disclosure forms of their personal interests and such other information as is specified on the form set forth in § 2.2-3118 of the Code. Board members and staff shall comply with the Conflict of Interests Act and policies adopted by the CSB.
2. Pursuant to § 2.2-3702 of the Code, the CSB shall ensure that new board members are furnished with a copy of the Virginia Freedom of Information Act by the executive director or his or her designee within two weeks following a member's appointment, and new members shall read and become familiar with provisions of the act. The CSB shall ensure board members and applicable staff receive training on the act. Board members and staff shall comply with the Freedom of Information Act and policies adopted by the CSB.

B. Protection of Individuals Receiving Services

1. **Human Rights:** The CSB shall comply with the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*. In the event of a conflict between any of the provisions in this contract and provisions in these regulations, the applicable provisions in the regulations shall apply. The CSB shall cooperate with any Department investigation of allegations or complaints of human rights violations, including providing any information needed for the investigation as required under state law and as permitted under 45 CFR § 164.512 (d) in as expeditious a manner as possible.
2. **Disputes:** The filing of a complaint or the use of the informal dispute resolution mechanism in the Human Rights Regulations by an individual or his or her family member or authorized representative shall not adversely affect the quantity, quality, or timeliness of services provided to that individual unless an action that produces such an effect is based on clinical or safety considerations and is documented in the individual's individualized services plan.
3. **Licensing:** The CSB shall comply with the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*. The CSB shall establish a system to ensure ongoing compliance with applicable licensing regulations. CSB staff shall provide copies of the results of licensing reviews, including

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

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

C. CSB and Board of Directors Organization and Operations

1. The CSB's organization chart shall be consistent with the current board of directors and staff organization. The organization chart shall include the local governing body or bodies that established the CSB and the board's committee structure.
2. CSB bylaws shall be consistent with local government resolutions or ordinances establishing the CSB, board policies, and the CSB's organization chart and shall have been reviewed and revised within the last two years.
3. The board of directors and executive director shall develop a board member position description, including qualifications, duties and responsibilities, and time requirements that the CSB shall provide to local governments to assist them in board appointments.
4. The executive director shall provide new board members with training on their legal, fiduciary, regulatory, policy, and programmatic powers and responsibilities and an overview of the performance contract within one month of their appointment. New board members shall receive a board manual before their first board meeting with the information needed to be an effective board member.
5. The board of directors shall adopt policies governing its operations, including board-staff relationships and communications, local and state government relationships and communications, committee operations, attendance at board meetings, oversight and monitoring of CSB operations, quality improvement, conflict of interests, freedom of information, board member training, privacy, security, and employment and evaluation of and relationship with the executive director.
6. The board shall adopt an annual meeting schedule to assist board member attendance.
7. The board of directors shall comply with the Virginia Freedom of Information act in the conduct of its meetings, including provisions governing executive sessions or closed meetings, electronic communications, and notice of meetings.
8. The board of directors shall meet frequently enough (at least six times per year) and receive sufficient information from the staff to discharge its duties and fulfill its responsibilities. This information shall include quarterly reports on service provision, funds and expenditures, and staffing in sufficient detail and performance on the behavioral health and developmental performance measures and other performance measures in Exhibit B. Board members shall receive this information at least one week before a scheduled board meeting.

D. Reporting Fraud: Fraud is an intentional wrongful act committed with the purpose of deceiving or causing harm to another party. Upon discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred, the CSB's Executive Director shall report this information immediately to any applicable local law enforcement authorities and the Department's Internal Audit Director. All CSB financial transactions that are the result of fraud or mismanagement shall become the sole liability of the CSB, and the CSB shall refund any state or federal funds disbursed by the Department to it that were involved in those financial transactions. The CSB shall ensure that new CSB board members receive training on their fiduciary responsibilities under applicable provisions of

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

the Code of Virginia and this contract and that all board members receive annual refresher training on their fiduciary responsibilities.

E. Financial Management: The CSB shall comply with following requirements, as applicable.

1. To avoid any appearance of conflict or impropriety, the CSB shall provide complete annual financial statements to its Certified Public Accountant for audit.
2. Operating CSBs and the BHA shall rebid their CPA audit contracts at least every three years once the current CPA contracts expire.
3. All financial reports prepared by the CSB for the reliance of third parties shall be reviewed by a designated staff person before the reports are presented or submitted and the reviews shall be documented.
4. All checks issued by the CSB that remain outstanding after one year shall be voided.
5. All CSB bank accounts shall be reconciled regularly, and the reconciliations shall be approved by a designated staff person not involved in preparing the reconciliation.
6. A contract administrator shall be identified for each contract for the purchase of services entered into by the CSB, and every contract shall be signed by a designated staff person and each other party to the contract, where applicable.
7. Each write-off of account receivables for services to individuals shall be approved and documented by a designated staff person. The CSB shall maintain an accounts receivable aging schedule, and debt that is deemed to be uncollectable shall be written off periodically. The CSB shall maintain a system of internal controls including separation of duties to safeguard accounts receivable assets.
8. Each payroll shall be certified by a designated staff person who does not enter or process the CSB's payroll.
9. The CSB shall maintain documentation and reports for all expenditures related to the federal Mental Health Block Grant and federal Substance Abuse Prevention and Treatment Block Grant funds contained in Exhibit A sufficient to substantiate compliance with the restrictions, conditions, and prohibitions related to those funds.
10. The CSB shall maintain an accurate list of fixed assets as defined by the CSB. Assets that are no longer working or repairable or are not retained shall be excluded from the list of assets and written off against accumulated depreciation, and their disposition shall be documented by a designated staff person who does not have physical control over the assets. The current location of or responsibility for each asset shall be indicated on the list of fixed assets.
11. Access to the CSB's information system shall be controlled and properly documented. Access shall be terminated in a timely manner when a staff member is no longer employed by the CSB to ensure security of confidential information about individuals receiving services and compliance with the Health Insurance Portability and Accountability Act of 1996 and associated federal or state regulations.

F. Employment of a CSB Executive Director or BHA Chief Executive Officer (CEO)

1. When an operating CSB executive director or behavioral health authority (BHA) chief executive officer (CEO) position becomes vacant, the CSB or BHA board of directors shall conduct a broad and thorough public recruitment process that may include internal

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

candidates and acting or interim executive directors. The CSB or BHA shall involve staff in the Department's Office of Support Services (OSS) in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2-605 of the Code of Virginia and to ensure selection of the most qualified candidate. The CSB or BHA shall provide a current position description and salary and the advertisement for the position to the OSS for review and approval prior to advertising the position. The CSB or BHA board of directors shall invite OSS staff to meet with it to review the board's responsibilities and to review and comment on the board's screening criteria for applicants and its interview and selection procedures before the process begins. The CSB or BHA board of directors shall follow the steps outlined in the current CSB Executive Director Recruitment Process Guidance issued by the Department, adapting the steps to reflect its unique operating environment and circumstances where necessary, to have a professionally and legally defensible recruitment and selection process. Department staff shall work with the board of directors search committee to help it use the Guidance document in its process. The CSB or BHA board of directors shall include an OSS staff as a voting member of its search committee to provide the Department's perspective and feedback directly to the committee.

Prior to employing a new executive director or CEO, the CSB or BHA shall provide a copy of the application and resume of the successful applicant and the proposed salary to the OSS for review and approval for adherence to minimum qualifications and the salary range established by the Department pursuant to § 37.2-504 or § 37.2-605 and contained in the current CSB Executive Director Recruitment Process Guidance. If the CSB or BHA proposes employing the executive director or CEO above the middle of the salary range, the successful applicant shall meet the preferred qualifications in addition to the minimum qualifications. This review does not include Department approval of the selection or employment of a particular candidate for the position. Section 37.2-504 or § 37.2-605 of the Code of Virginia requires the CSB or BHA to employ its executive director or CEO under an annually renewable contract that contains performance objectives and evaluation criteria. The CSB or BHA shall provide a copy of this employment contract to the OSS for review and approval prior to employment of the new executive director or CEO or before the contract is executed.

2. When an administrative policy CSB executive director position becomes vacant, the CSB may involve staff in the Department's OSS in its recruitment and selection process in order to implement applicable provisions of § 37.2-504 or § 37.2-605 of the Code of Virginia. The CSB shall provide a current position description and the advertisement for the position to the OSS for review prior to the position being advertised pursuant to § 37.2-504 of the Code of Virginia. Prior to employing the new executive director, the CSB shall provide a copy of the application and resume of the successful applicant to the OSS for review and approval for adherence to minimum qualifications established by the Department pursuant to § 37.2-504. This review does not include Department approval of the selection or employment of a particular candidate for the position. While § 37.2-504 of the Code of Virginia does not require an administrative policy CSB to employ its executive director under an annually renewable contract that contains performance objectives and evaluation criteria, the CSB should follow this accepted human resource management practice.

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

II. Compliance with Federal Requirements

A. General Federal Compliance Requirements: The CSB shall comply with all applicable federal statutes, regulations, policies, and other requirements, including applicable provisions of the federal Project for Assistance in Transition from Homelessness (CFDA 93.150), Mental Health Services Block Grant (CFDA 93.958), Substance Abuse Block Grant (CFDA 93.959), Virginia Road2Home Project (CFDA 93.243), and VA Strategic Prevention Framework Prescription Drug Abuse & Heroin Overdose Prevention (CFDA 93.243) and requirements contained in Appendix C of the CSB Administrative Requirements and the:

1. Federal Immigration Reform and Control Act of 1986; and
2. Confidentiality of Alcohol and Substance Abuse Records, 42 C.F.R. Part 2.

Non-federal entities, including CSBs, expending \$750,000 or more in a year of federal awards shall have a single or program-specific audit conducted for that year in accordance with Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards – 2 CFR Chapter I, Chapter II, Part 200 et seq.

CSBs shall prohibit the following acts by themselves, their employees, and agents performing services for them:

1. the unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of alcohol or other drugs; and
2. any impairment or incapacitation from the use of alcohol or other drugs, except the use of drugs for legitimate medical purposes.

Identifying information for these federal grants is listed below.

CFDA 93.150

Project for Assistance in Transition from Homelessness (PATH)

Federal Award Identification Number (FAIN): SM016047-16

Federal Award Period 09/01/2016 – 08/31/2017

Federal Awarding Agency: Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services

CFDA 93.958

Community Mental Health Services - Mental Health Block Grant (MHBG)

Federal Award Identification Number (FAIN): SM010053-16

Federal Award Period 10/01/2015 - 09/30/2017

Federal Awarding Agency: Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services

CFDA 93.959

Prevention and Treatment of Substance Abuse - Substance Abuse Block Grant (SABG)

Federal Award Identification Number (FAIN): TI010053-16

Federal Award Period 10/01/2015 - 09/30/2017

Federal Awarding Agency: Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

CFDA 93.243

Virginia Road2Home Project (CABHI – Cooperative Agreement to Benefit Homeless Individuals)

Federal Award Identification Number (FAIN): TI026051

Federal Award Period 09/30/2016 – 09/29/2017

Federal Awarding Agency: Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

VA SPF PFS Prescription Drug Abuse & Heroin Overdose Prevention

Federal Award Identification Number (FAIN): SP020791

Federal Award Period 09/30/2016 – 09/29/2017

Federal Awarding Agency: Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Prevention

B. Disaster Response and Emergency Service Preparedness Requirements: The CSB agrees to comply with section 416 of Public Law 93-288 (the Stafford Act) and § 44-146.13 through § 44-146.28 of the Code of Virginia regarding disaster response and emergency service preparedness. These Code sections authorize the Virginia Department of Emergency Management, with assistance from the Department, to execute the *Commonwealth of Virginia Emergency Operations Plan*, as promulgated through Executive Order 50 (2012).

Disaster behavioral health assists with mitigation of the emotional, psychological, and physical effects of a natural or man-made disaster affecting survivors and responders. Disaster behavioral health support is most often required by Emergency Support Function No. 6: Mass Care, Emergency Assistance, Temporary Housing, and Human Services; Emergency Support Function No. 8: Health and Medical Services; and Emergency Support Function No. 15: External Affairs. The CSB shall:

1. provide the Department with and keep current 24/7/365 contact information for disaster response points of contact at least three persons deep;
2. report to the Department all disaster behavioral health recovery and response activities related to a disaster;
3. comply with all Department directives coordinating disaster planning, preparedness, response, and recovery to disasters; and
4. coordinate with local emergency managers, local health districts, the Department, and all appropriate stakeholders in developing a Disaster Behavioral Health Annex template for each locality's Emergency Operations Plan.

The Disaster Behavioral Health Annex template shall address: listing behavioral health services and supports, internal to CSB and at other organizations in the community, available to localities during the preparedness, response, and recovery phases of a disaster or emergency event and designating staff to provide disaster behavioral health services and supports during emergency operations.

To implement this plan, the CSB shall:

1. Develop protocols and procedures for providing behavioral health services and supports during emergency operations;

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

2. Seek to participate in local, regional, and statewide planning, preparedness, response, and recovery training and exercises;
3. Negotiate disaster response agreements with local governments and state facilities; and
4. Coordinate with state facilities and local health departments or other responsible local agencies, departments, or units in preparing all hazards disaster plans.

C. Federal Certification Regarding Lobbying for the Mental Health and Substance Abuse Block Grants: The CSB certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CSB, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CSB shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The CSB shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, or cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or more than \$100,000 for each failure.

III. Compliance with State and Federal Requirements

A. Employment Anti-Discrimination: The CSB shall conform to the applicable provisions of Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Contracting Act, the Civil Rights Act of 1991, regulations issued by Federal Granting Agencies, and other applicable statutes and regulations, including § 2.2-4310 of the Code of Virginia. The CSB agrees as follows.

1. The CSB will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CSB. The CSB agrees to post in conspicuous places, available to

FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The CSB, in all solicitations or advertisements for employees placed by or on behalf of the CSB, will state that it is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. Service Delivery Anti-Discrimination: The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and paragraphs 1 and 2 below.

1. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.
2. The CSB and its direct and contractual services will include these assurances in their services policies and practices and will post suitable notices of these assurances at each of their facilities in areas accessible to individuals receiving services.
3. The CSB will periodically review its operating procedures and practices to insure continued conformance with applicable statutes, regulations, and orders related to non-discrimination in service delivery.

CONSENT AGENDA

E



MEMO

To: Jay Tibbs, Deputy County Administrator for Human Services
From: Jason L. Robertson, Director, Parks & Recreation Dept.
Subject: Parks and Recreation Commission Action
Date: July 17, 2017

The Parks and Recreation Commission met on July 11, 2017. Members present were: Randy Carter, Christopher Fordney, Natalie Gerometta, Gary Longerbeam, Ronald Madagan, Guss Morrison, Charles Sandy, Jr., and Robert Wells (Board of Supervisors' Non-Voting Liaison). Members absent: Amy Strosnider

Items Requiring Board of Supervisors Action:

None

Submitted for Board Information Only:

1. Closed Session - Closed Session: Mr. Sandy moved to convene into closed session Under Virginia Code 2.2-3711A(3) for discussion or consideration of the acquisition and/or disposal of real property for a public purpose, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, second by Mr. Madagan, motion carried unanimously (7-0).

Mr. Morrison moved to exit closed session, second by Ms. Gerometta, carried unanimously (7-0). All Commission members were polled re: any discussion besides matter for closed session, all said no.

2. Economic Disadvantage Policy – Mr. Sandy moved to adopt the Economic Disadvantage Policy (500.08), second by Mr. Madagan motion carried unanimously (7-0). The Economic Disadvantage Policy is attached.

3. Play Fund - Mr. Madagan moved to request a supplemental appropriation in the amount of \$829.75 from the Finance Committee to be included in FY17 and be disbursed to revenue codes where financial assistance was used, second by Ms. Gerometta, carried unanimously (7-0). This recommendation will be forwarded to the Finance Committee prior to requiring Board of Supervisor action.

4. Buildings and Grounds Committee – Proffer Request for Abrams Creek Design – The Buildings and Grounds Committee recommended \$65,000 in proffer funds be used for design and engineering work for Phase I of the Abrams Creek Greenway Trail contingent on having satisfactory easement from the Phase I property owners. This recommendation will be forwarded to the Finance Committee prior to requiring Board of Supervisor action.

Page 2
Parks & Recreation Commission
July 11, 2017

5. Youth Sports Partner/Appeals/Public Relations Committee – Youth Sports Partner Fall 2017 Agreements - The Youth Sports Partners/Appeals/Public Relations Committee recommended adopting the Youth Sports Partner Agreements for Frederick County American Little League, Frederick County National Little League and Blue Ridge Youth Soccer Association as submitted, second by Mr. Madagan, carried unanimously (7-0).

Attachment

cc: Gary Longerbeam, Chairman
Robert Wells, Board of Supervisors' Non-Voting Liaison

ECONOMICALLY DISADVANTAGED FEES
500.08

PURPOSE:

To provide leisure services to Frederick County youth who are economically unable to participate in programs offered by the Frederick County Parks and Recreation Department.

GOAL:

To provide all Frederick County youth the opportunity to participate in recreation programs offered by the Frederick County Parks and Recreation Department and to establish guidelines that assist in the cost recovery of programs.

POLICY:

Recreation Programs excluding the basicREC, Camp basicREC, or ASE programs:

The Frederick County Parks and Recreation Department will make recreation programs available at a reduced rate to those Frederick County youth who qualify as economically disadvantaged. To be eligible for assistance, total gross household income must be within 130% of the Federal Poverty Guideline.

In order to verify eligibility for financial assistance or a reduced fee for programs; Frederick County residents will be asked to provide the Frederick County Parks and Recreation Department with:

1. Copy of letter from Frederick County Public Schools stating the household has qualified for free or reduced lunch.

OR

1. Copy of most recently filed Federal Income Tax Forms (showing total gross income) from all members of the household earning income.
2. Copy of their most recent three months' worth of original pay stubs from all members of the household earning income and information on all support income. (Including child support payments, social security, etc.)

All requests made on behalf of a minor (under the age of 18) must be made by the parent or legal guardian with whom the minor resides.

1. Any County resident that qualifies for the free lunch program through FCPS will receive a 50% discount off of the cost of any youth activity offered by FCPRD.
2. Any County resident that qualifies for the reduced lunch program through FCPS will receive a 25% discount off of the cost of any youth activity offered by FCPRD.
3. Each individual that qualifies for assistance is eligible to receive a maximum of \$150 in discounts in a calendar year (January 1 through December 31).

The above guidelines are subject to change based on the availability of funds within the Recreation Reserve PLAY Fund.

basicREC, CAMP basicREC, ASE Programs:

All Frederick County residents seeking assistance for basicREC, CAMP basicREC, or ASE must do so by contacting the Frederick County Department of Social Service Department and requesting the desired program.

The following is the procedure for receiving a discounted fee and establishes the criteria for the basicREC, CAMP basicREC, and ASE Programs to accept participants paying a reduced fee:

- Frederick County Department of Social Services (FCDSS) will determine eligibility of Residents seeking a fee reduction (See Appendix A for eligibility guidelines)
- FCDSS will inform Frederick County Parks and Recreation (FCPRD) of the amount of the reduced fee
- FCPRD will establish a weekly payment plan and assist registering eligible residents
- FCDSS will conduct an annual review to re-evaluate for eligibility and inform FCPRD when criteria has no longer been met
- The total percentage of DSS students enrolled does not exceed 10%
- The program attendance (not including discounted student enrollment) capacity does not exceed 95%

All requests must be made prior to registering for a program.

In the event, Frederick County Parks and Recreation discovers false information on a request, full applicable fees will be due within thirty days of discovery.

Prior to acceptance of residents qualified for reduced rates, the program must meet the budgeted minimums. All other rules and regulations regarding registration, refunds, etc., will apply as stated in the policy manual. Any other exceptions will be considered on a case by case basis, subject to the discretion of the Director or his designee.

Approved: March 2016

Attachment A

Parks & Recreation – basicREC and the Department of Social Services Child Care Assistance Procedures Effective June 12, 2017

A Child Care application is completed and submitted by the applicant who identifies Frederick County Parks & Recreation Department as the provider for their school aged child/children. The Child Care Worker will determine the applicant's eligibility per current Child Care guidelines with the exception of the Department of Child Support Enforcement Cooperation policy. Eligibility requirements are as follows:

- Applicant/children reside in Frederick Co.
- Children must be U.S. Citizens or qualified aliens
- Identity of Applicant must be verified
- Household must have a current need i.e., working/participating in an approved activity such as an education or training program
- Age – Children served must be under age 13
- Household gross monthly income must be less than the State Maximum Income Level (See attached guidelines)
- Fee assessed based on household size & income using Department of Social Services Family fee scale, if applicable (See attached guidelines)
- Minimum fee of \$40/month for households who may not otherwise be assessed a fee (example: TANF/Caretaker). Households with no income due to school enrollment, no employment, families not receiving child support and/or TANF/VIEW households with no income would be handled on case by case bases. Depending on the circumstances households may not be assessed a fee – final determination made by Parks & Rec.
- Fees must remain current. Delinquent or failure to pay the monthly fees will result in discontinuation of services (final determination made by Parks & Rec.)
- Yearly review to be completed by the Child Care Worker per guidelines based on the application date

A Parks & Rec Enrollment/Registration Packet is required at initial eligibility, beginning of each new school year and summer enrollment. School year camp signups will be handled by the client contacting Parks & Rec. directly to register.

A Parks & Rec enrollment packet will be given to the applicant by the Child Care Worker after the household is found to be eligible for assistance. The applicant/client must complete the enrollment packet and return it to Frederick County Parks & Rec. to complete the registration process. The Packet includes: Participant Information Form, Installment Billing Authorization, Medication Consent Letter, Medication Consent Form, & Parent Information Booklet.

When eligibility is determined, and confirmation of availability is obtained, a completed Child Care Agreement form will be given to the client along with the Parks & Rec enrollment packet to register through Parks & Rec. A second copy of the Child Care Agreement will be sent to the

basicREC Manager to notify them of a client's eligibility and pending enrollment to be completed. (See attached sample)

Once enrollment is completed through Parks & Rec., by the client, the basicREC Manager will sign the Child Care Agreement and return it to the Child Care Worker to be put in the clients file.

All fees are paid weekly, a week in advance and will begin the Monday following enrollment/registration through Parks & Rec.

Example: DSS Client completes registration through Parks & Rec on Wednesday May 17, 2017. Fee assessed is \$40/mo. The client's first payment of \$10 will be automatically withdrawn on Monday, May 22, 2017. This payment covers services received the following week, May 29, 2017 – June 2, 2017 & will continue each week thereafter until services terminate.

A revised Child Care Agreement will be sent to the client and Parks & Rec/basicREC Manager if a client's services terminate. Agreements will be sent two weeks prior to the termination date. Services will be terminated if the client fails to make the fee assessed to the household (final determination made by Parks & Rec.) All fees are expected to be paid up to date by the client upon termination date. Any remaining fees owed that aren't paid could prohibit services being approved in the future. (Final determination made by Parks & Rec.)

Parks & Rec. will notify the Child Care Worker in a timely manner either verbally or in writing when they request services to be discontinued of any Department of Social Services Client. Parks & Rec. will notify the Child Care Worker of obvious underutilization of services that occur on a consistent basis or services not being utilized at all so families who may be waiting to receive services through Parks & Rec. can be processed accordingly.

Maximum enrollment availability per school or a total maximum enrollment for Social Services clients will be at the discretion of Parks & Rec. and communicated to the Child Care Worker accordingly. If enrollment through Parks & Rec. is being utilized by the maximum amount of families determined by Parks & Rec., the Child Care Worker will maintain a waiting list of clients based on the requested basicREC site being requested. Once space becomes available the Child Care Worker will determine if the household is still eligible after receiving updated information.

The Child Care Worker will provide a monthly updated spreadsheet to Parks & Rec./basicREC Manager of current clients, monthly fee amounts, and eligibility periods. The Child Care Worker and basicREC Manager will meet quarterly to verify enrollment, make updates or address any concerns and each will provide an update to their agency supervisor.



Tamara Green
Director

FREDERICK COUNTY DEPARTMENT OF SOCIAL SERVICES

107 N. KENT STREET, THIRD FLOOR
WINCHESTER, VA 22601
(540) 665-5688

CHILD CARE AGREEMENT FREDERICK COUNTY PARKS & RECREATION BASIC REC PROGRAM

Worker Name – Shaie’ Lambert
Phone # 540-665-5688 ext. 136
Fax # 540-535-2146

CLIENT CASE #:

YEARLY REVIEW DATE:

DSS CASE/CLIENT NAME:

CLIENT CONTACT INFORMATION

PH#:

EMAIL:

PROVIDER: **Frederick County Parks & Recreation – Attn: Jason Brown**

SCHOOL YEAR SITE LOCATION:

REQUESTED SUMMER CAMP SITE LOCATION:

MONTHLY COPAY: \$ _____ (Clients copay will be automatically drafted from their bank account by Frederick County Parks & Recreation – Client must complete the applicable paperwork for automatic draft when completing the enrollment paperwork for their child/children prior to child care services beginning).

EFFECTIVE BEGIN DATE:

EFFECTIVE END DATE:

CASE TERMINATION DATE:

(NOTE: Services are approved for 12 consecutive months unless the household is found not eligible per program eligibility requirements prior to the 12th month or parent/provider request termination of services. Eligibility of continued services will be reviewed yearly by FCDSS Child Care Worker).

EXPLANATION OF AUTHORIZED CARE (# of days per week authorized based on client’s current need for care):

_____ Days per week – FD’s for Summer and School Closings & PD’s for School Year

CHILD #1:	AGE:	D.O.B:	SPECIAL NEEDS: Y/N
CHILD #2:	AGE:	D.O.B:	SPECIAL NEEDS: Y/N
CHILD #3:	AGE:	D.O.B:	SPECIAL NEEDS: Y/N
CHILD #4:	AGE:	D.O.B:	SPECIAL NEEDS: Y/N

SIGNATURE OF CHILD CARE WORKER

DATE

SIGNATURE OF PARKS & REC PROGRAM MANAGER

DATE

F



Finance Department
Cheryl B. Shiffler
Director

540/665-5610
Fax: 540/667-0370
E-mail: cshiffle@fcva.us

TO: Board of Supervisors
FROM: Finance Committee
DATE: July 19, 2017
SUBJECT: Finance Committee Report and Recommendations

A Finance Committee meeting was held in the First Floor Conference Room at 107 North Kent Street on Wednesday, July 19, 2017 at 8:00 a.m. Member Jeffrey Boppe was absent. Items 1 – 12, 16 – 18, and 20 were approved under consent agenda.

1. The Sheriff requests an FY18 General Fund supplemental appropriation in the amount of \$20,129.58. This amount represents a carry forward of unspent FY17 funds for vehicle equipment. See attached memo, p. 5.
2. The Sheriff requests an FY18 General Fund supplemental appropriation in the amount of \$128,440. This amount represents a carry forward of unspent FY17 funds for body cameras. See attached memo, p. 5.
3. The Sheriff requests an FY18 General Fund supplemental appropriation in the amount of \$29,620. This amount represents a carry forward of unspent FY17 funds for e-Summons equipment. See attached memo, p. 5.
4. The Sheriff requests an FY18 General Fund supplemental appropriation in the amount of \$12,699.25. This amount represents a carry forward of unspent FY17 funds for the 21 Century Policing Grant. See attached memo, p. 6.
5. The Sheriff requests an FY18 General Fund supplemental appropriation in the amount of \$100, which represents a donation to the Honor Guard. No local funds required. See attached memo, p. 7 – 8.

Finance Committee Report and Recommendations

July 19, 2017

Page 2

6. The Sheriff requests an FY18 General Fund supplemental appropriation in the amount of \$15,741.93 for an auto claim reimbursements. No local funds required. See attached memo, p. 9 – 12.
7. The Public Works Director requests an FY18 Landfill Fund supplemental appropriation in the amount of \$120,000. This amount represents a carry forward of unspent FY17 funds for trash compactor GPS system. See attached memo, p. 13 – 20.
8. The Public Works Director requests an FY18 Landfill Fund supplemental appropriation in the amount of \$10,000. This amount represents a carry forward of unspent FY17 funds for generator monitoring equipment. See attached memo, p. 13 – 20.
9. The Public Works Director requests an FY18 Landfill Fund supplemental appropriation in the amount of \$100,000. This amount represents a carry forward of unspent FY17 funds for surveillance equipment. See attached memo, p. 13 – 20.
10. The Public Works Director requests an FY18 General Fund supplemental appropriation in the amount of \$9,000. This amount represents a carry forward of unspent FY17 funds for design of the Stephenson Convenience Center. See attached memo, p. 13 – 20.
11. The Public Works Director requests an FY18 General Fund supplemental appropriation in the amount of \$61,600. This amount represents a carry forward of unspent FY17 funds for site improvements at the Middletown and Greenwood Convenience Sites. See attached memo, p. 13 – 20.
12. The Public Works Director requests an FY18 Capital Projects fund supplemental appropriation in the amount of \$110,374. This amount represents unspent FY17 funds for Roundhill Fire Station. See attached memo, p. 13 – 20.
13. The Interim County Administrator requests an FY18 General Fund supplemental appropriation in the amount of \$1,144,787.50. This amount represents unspent FY17

capital contingency funds. See attached information, p. 21. The committee recommends approval.

14. The Planning Director requests an FY18 General Fund supplemental appropriation in the amount of \$8,175.94. This amount represents duplicated proffer payments to be refunded to the developer. See attached information, p. 22 – 24. The committee recommends approval.
15. The Parks & Recreation Director requests an FY18 General Fund supplemental appropriation in the amount of \$65,000. This amount represents proffer funds for the design and engineering of the Abrams Creek Trail Phase I. The request has been approved by the Parks & Recreation Commission. See attached information, p. 25 – 27. The committee recommends approval contingent upon satisfactory easement assurances from all property owners.
16. The Parks & Recreation Director requests an FY18 General Fund supplemental appropriation in the amount of \$88,700. This amount represents a carry forward of unspent FY17 funds for the Northwest Sherando Park Design and the completion of Abrams Creek survey work and easement acquisition. See attached memo, p. 28.
17. The Parks & Recreation Director requests an FY18 General Fund supplemental appropriation in the amount of \$612,300. This amount represents a carry forward of unspent FY17 funds for the construction of Northwest Sherando Park. See attached memo, p. 28.
18. The Parks & Recreation Director requests an FY18 General Fund supplemental appropriation in the amount of \$7,278. This amount represents a carry forward of unspent FY17 funds for the completion of the Rose Hill Park playground. See attached memo, p. 28.
19. The Parks & Recreation Director requests the donations received in FY17 for the PLAY Fund in the amount of \$3,433.44 be reserved, subject to future appropriations. The balance will be reduced by the financial assistance provided during FY17 in the amount

of \$829.75. No local funds required. See attached memo, p. 29 – 32. The committee recommends approval.

20. The Fire & Rescue Chief requests an FY18 General Fund supplemental appropriation in the amount of \$29,234. This amount represents a carry forward of unspent FY17 funds related to the Fire & Rescue Study being conducted by Fitch & Associates. See attached information, p. 33 – 36.

21. VACoRP and VFIS will present information on the workman’s compensation and accident/injury coverage for volunteer fire & rescue personnel. This item has been forwarded by the Public Safety Committee. See attached information, p. 37 – 79. The committee recommends continued discussion at the next Finance Committee meeting.

22. The County Attorney and the Commissioner of the Revenue provide a proposed ordinance amendment regarding real property tax relief for senior citizens and disabled persons. See attached information, p. 80 - 87. The committee recommends continued discussion at the next Finance Committee meeting.

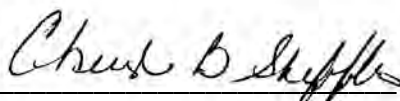
INFORMATION ONLY

1. The Finance Director provides a Fund 10 Transfer Report for June 2017. See attached, p. 88 – 91.

2. Fund balance information will be provided after the County closes FY17.

Respectfully submitted,
FINANCE COMMITTEE

Judith McCann-Slaughter, Chairman
Charles DeHaven
Gary Lofton
Angela Rudolph

By 
Cheryl B. Shiffler, Finance Director

FREDERICK COUNTY SHERIFF'S OFFICE



Sheriff Lenny Millholland

Major Steve A. Hawkins

1080 COVERSTONE DRIVE
WINCHESTER, VIRGINIA 22602

540/662-6168
FAX 540/504-6400



TO : Cheryl Shiffler Director of Finance
FROM : Sheriff Lenny Millholland
SUBJECT : Carry forward of funds
DATE : June 26, 2017

We are requesting the following amounts that were appropriated in FY16-17 to be carried forward to the FY17-18 budget year.

- \$27,939 that was appropriated for the equipment for the 7 new vehicles that were purchased. We are requesting \$20,129.58 be carried forward. This money was appropriated into 3102-5408-000-000. We have not ordered all the equipment for all the new vehicles.
- \$128,440.00 that was appropriated for the corporative grant with the City of Winchester for the body worn cameras be carried forward. This money was appropriated into 3102-5409-000-000. We have not received the body cameras nor any invoicing for the cameras. This agreement does not expire until September 2018.
- \$70,495 was appropriated for the e-summons equipment, programs and training. We are requesting the remainder amount of \$29,620 be carried forward. This money was appropriated into 3102-5409-000-005. We have not received all the equipment and training to move forward.

- \$17,999 that was appropriated for the 21 Century Policing Grant. We have spent \$5,299.75 on Project Lifesaver with the grant money. We are requesting that the remainder amount of \$12,699.25 be carried forward. This money was appropriated into 3102-5413-000-004. We have not purchased anything else with this grant money. This agreement does not expire until December 31, 2017.

Thank you

A handwritten signature in blue ink, consisting of a series of loops and a long horizontal stroke.

LWM/adl

FREDERICK COUNTY SHERIFF'S OFFICE



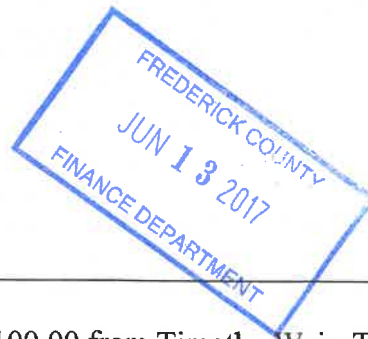
Sheriff Lenny Millholland

Major Steve A. Hawkins

1080 COVERSTONE DRIVE
WINCHESTER, VIRGINIA 22602

540/662-6168
FAX 540/504-6400

TO : Angela Whitacre, – Treasurer's Office
FROM : Sheriff Lenny Millholland
SUBJECT : Donation for Honor Guard
DATE : June 13, 2017



Attached please find an endorsed check in the amount of \$100.00 from Timothy Weir. This amount represents a onetime donation to be used for the Honor Guard. We are requesting this amount be posted to 10CR-3-010-018990-0006.

A copy of this memo will be forwarded to Finance requesting appropriation.

Thank you

LWM/adl

Cc: Finance – please appropriate to 3102-5410-000-000

TIMOTHY T. WEIR
RENEE E. WEIR

5427
68-251/514
01

[REDACTED]

05 JUN 2017

Date

Pay to the Order of FREDERICK COUNTY SHERIFF'S OFFICE

\$ 100⁰⁰/XX

ONE HUNDRED

00/XX

Dollars



Photo
Safe
Deposit
Details on Back

[REDACTED]

[REDACTED]

For HONOR GUARD

[REDACTED]

FREDERICK COUNTY SHERIFF'S OFFICE



Sheriff Lenny Millholland

Major Steve A. Hawkins

1080 COVERSTONE DRIVE
WINCHESTER, VIRGINIA 22602

540/662-6168
FAX 540/504-6400



TO : Cheryl Shiffler Director of Finance
FROM : Sheriff Lenny Millholland
DATE : June 14, 2017
SUBJECT : Insurance Reimbursement

We are requesting the insurance check received in the amount of \$12,050.00 for the auto claim dated May 24, 2017 be appropriated into our budget line of 3102-3004-000-002.

Thank you

LWM/adl

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A TWO-TONED COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

FIRST CITIZENS BANK

VACORP CLAIMS
1815 Franklin Road SW
Roanoke, VA 24018-4687
540-345-8500

68-183/514
412

DATE	CHECK NO.
6/8/2017	262071
AMOUNT	
\$ 12,050.00	

PAY TO THE ORDER OF

Twelve Thousand Fifty and 00/100 Dollars*****

Attn: Jennifer Place Frederick County
107 North Kent Street
Winchester, VA 22601

AUTHORIZED ACCOUNT SIGNER
TWO SIGNATURES REQUIRED OVER \$1,000

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Auto Collision	5/24/2017	5/24/2017	Appraisal	\$12,550.00	\$12,550.00
Auto Collision	5/24/2017	5/24/2017	Deductible	(\$500.00)	(\$500.00)

Claim Number: 0342017189825 Claimant: Frederick County Payee: Attn: Jennifer Place Frederick County
Check Number: 262071 Total Check Amt: \$12,050.00 Event Date: 5/24/2017 Department: 034 Frederick Date of Check: 6/8/2017
Memo: APD Letter
Enclosure



FREDERICK COUNTY SHERIFF'S OFFICE



Sheriff Lenny Millholland

Major Steve A. Hawkins

1080 COVERSTONE DRIVE
WINCHESTER, VIRGINIA 22602

540/662-6168
FAX 540/504-6400

TO : Cheryl Shiffler Director of Finance
FROM : Sheriff Lenny Millholland
DATE : June 20, 2017
SUBJECT : Insurance Reimbursement



We are requesting the insurance check received in the amount of \$3,691.93 for the auto claim dated May 31, 2017 be appropriated into our budget line of 3102-3004-000-002.

Thank you

LWM/adl

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A TWO-TONED COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

VACORP CLAIMS
1315 Franklin Road SW
Roanoke, VA 24010-4607
540-345-8500

FIRST CITIZENS BANK

68-183/514

412

PAY
TO
THE
ORDER
OF

Three Thousand Six Hundred Ninety-One and 93/100 Dollars*****

Frederick County

DATE	CHECK NO
6/14/2017	262772
AMOUNT	
\$ **3,691.93*	

AUTHORIZED ACCOUNT SIGNER
TWO SIGNATURES REQUIRED OVER \$0,000

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Auto Collision			repair	\$4,191.93	\$4,191.93
Auto Collision			deductible	(\$500.00)	(\$500.00)

Claim Number: 0342017190014 Claimant: Frederick County Payee: Frederick County
Check Number: 262772 Total Check Amt: \$3,691.93 Event Date: 5/31/2017 Department: 034 Frederick Date of Check: 6/14/2017
Memo: LETTER





MEMORANDUM

TO: Board of Supervisors

FROM: Joe C. Wilder, Director of Public Works *JCW*

SUBJECT: Public Works Committee Report for Meeting of June 27, 2017

DATE: June 30, 2017

The Public Works Committee met on Tuesday, June 27, 2017, at 8:00 a.m. All members were present except David Ganse. The following items were discussed:

*****Items Requiring Action*****

1. Carry Forward request from the Frederick County Regional Landfill Budget, Refuse Collection Budget and Roundhill Fire Station and Event Center Budget.
 - a. Landfill Requests – See attached justification (attachment 1)

12-4204-8006-00 Construction Vehicles and Equipment - Complete purchase of a GPS system for CAT 826K Trash Compactor. Purchase was approved for FY2017 but staff needed to test equipment prior to completing the purchase.

Therefore, the committee recommended endorsing the carry forward request in the amount of \$120,000.00 to complete the purchase of the GPS system. Committee member Whit Wagner recommended the approval and committee member James Wilson seconded the motion. The committee unanimously approved the motion.

12-4204-8009-01 Miscellaneous Equipment (Gas to Energy Generators) – In the FY2017 budget, the purchase of equipment used to monitor and set emissions for both engines at the gas to energy plant were planned. In order to use monitoring equipment, staff needed to attend training. Training for the equipment will occur in the fall of this year. Once staff completes the training, the equipment will be purchased at a cost of \$10,000.00.

12-4204-8900-00 Improvements Other Than Buildings – Staff have been working with the IT Department to purchase video surveillance equipment around the Landfill to improve security. The final purchase of the equipment will occur in FY2018 budget. Therefore, staff recommended carrying forward an amount of \$100,000.00 for the video equipment.

The committee combined the request for the \$10,000.00 carry forward for monitoring equipment and the \$100,000.00 for video equipment into one motion. The committee recommended to endorse these carry forwards. Committee member Whit Wagner recommended the approval and Supervisor Robert Wells seconded the motion. The committee unanimously approved the motion.

2. Refuse Collection Requests - See attached justification (attachment 2)

10-4203-3002-00 Professional Services – We are currently designing the plans for construction of the Stephenson Convenience Center to replace the Clearbrook Convenience Center which will be taken out of service by the end of 2017. The request of \$9,000.00 is to fund the completion of the design for the site plan.

10-4203-3004-03 Repair and Maintenance-Building and Grounds – The request of funds in the amount of \$61,600.00 are for some site improvements at the Middletown and Greenwood Convenience sites. Completion of work has been delayed and is planned for the fall of this year.

The committee endorsed the requests totaling \$70,600.00 to be carried forward in the Refuse Collection budget. Committee member James Wilson recommended the approval and Supervisor Robert Wells seconded the motion. The committee unanimously approved the motion.

3. Roundhill Fire Station and Event Center Request (attachment 3)

12-1226-8800-03 Buildings Roundhill Fire and Rescue – Staff recommends the unencumbered funds left within the project budget be carried forward for any fund items that need to be completed for this project. Currently, there is \$29,379.00 remaining that is unencumbered. The project is nearing completion and final matters should be completed by August 2017. We are requesting that all unencumbered funds be carried forward totaling \$29,379.00.

The committee endorsed the request to carry forward the subject amount. Supervisor Bill Ewing recommended the approval and committee member James Wilson seconded the request. The committee unanimously approved the motion. [Note to Finance Committee: see attached amendment.](#)

All of the carry forward requests will be sent to the Finance Committee for further review and consideration.

*****Items Not Requiring Action*****

1. Staff updated committee on the status of the new Stephenson Convenience Site (replacement of the Clearbrook Convenience Site). We are moving forward with the site and road plan designs. We anticipate having designs finished in two to three weeks. We are coordinating with VDOT, FCSA and all utility companies. We have to move phone and cable lines along the site and bring new electric service into the site. We may have to relocate an existing FCSA water main as well. All of these utility costs will be accounted for in the final project cost estimate. We will acquire an approximate three (3) acre parcel for the convenience site along with an entrance road. Funding for the project is in the capital contingency fund and is available when required. The initial project cost estimate is \$540,000.00. We will continue to update the board as we move along.

Public Works Committee Report

Page 3

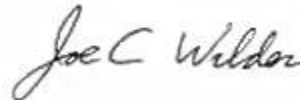
June 30, 2017

- 2. Over the past year, the Animal Shelter has received over \$850,000.00 in donations. Some of the funds have been designated to develop a spay/neuter program. We have begun developing a plan to expand on the current program. Also, staff has discussed using most of the funding for an expansion or building an addition to provide some space to allow visitation with animals, training, courses, etc. In order to develop a good plan of action, staff requested from the Public Works Committee to authorize the development of a subcommittee to research and discuss the proposed ideas. The committee overwhelmingly supported the idea and an ad hoc committee was formed. From the Public Works Committee, Supervisor Gene Fisher and committee member Whit Wagner both agreed to serve on the committee. We have also asked the Building Inspections staff to assist with ideas. We have also reached out to Frederick County Maintenance for their input. Also, a couple citizen volunteers will also assist with scoping. It is our intent to come back to the committee in a couple of months for an update on proposed ideas and to possibly move forward with a formal design process. (attachment 4)

- 3. Miscellaneous Reports:
 - a) Tonnage Report
(Attachment 5)
 - b) Recycling Report
(Attachment 6)
 - c) Animal Shelter Dog Report
(Attachment 7)
 - d) Animal Shelter Cat Report
(Attachment 8)

Respectfully submitted,
Public Works Committee

Gene E. Fisher, Chairman
Bill M. Ewing
Robert W. Wells
David W. Ganse, AIA
Whitney "Whit" L. Wagner
James T. Wilson



By _____
Joe C. Wilder
Public Works Director

JCW/kco

- cc: Kris Tierney, Interim County Administrator
- Jay Tibbs, Deputy County Administrator for Human Services
- Ron Kimble, Landfill Manager
- Gloria Puffinburger, Solid Waste Manager
- Kathy Whetzel, Animal Shelter Manager
- file



COUNTY of FREDERICK

Department of Public Works

540/665-5643

FAX: 540/678-0682

MEMORANDUM

TO: **Public Works Committee**

FROM: **Ron Kimble, Landfill Manager** *RLK*

THROUGH: **Joe C. Wilder, Director of Public Works**

SUBJECT: **Carry Forwards to 2017/2018**

DATE: **June 20, 2016**

We are requesting that the following funds be carried over from the 2016/2017 landfill budget into the new 2017/2018 budget. The total amount of this request is \$280,000 and is itemized as follows:

12-4204-8006-00 Construction Vehicles and Equipment

Funding requested to be carried forward in this line item will be used for two separate purchases. The first purchase is for a GPS system for the recently purchased 826K Compactor that is being used at the CDD landfill. This purchase was budgeted but not made at the time the compactor was purchased. Staff wanted to ensure that the current GPS system for the MSW landfill was functional prior to purchasing additional equipment for the CDD machine. The estimated cost for this purchase is \$120,000.

The second purchase will be for an automated tarping system to be used for daily cover on the MSW landfill. Staff at the landfill have been looking at this type of equipment as a way to reduce materials used for daily cover. State DEQ regulators have placed more emphasis regarding daily cover requirements over the last several inspections. This tarp will aid the facility in maintaining compliance with applicable regulations. This purchase will require moving an additional \$50,000 into the 2017/2018 budget. The total request for this line item is \$170,000.

12-4204-8009-01 Miscellaneous Equipment-Generators (Gas to Energy)

We are requesting that \$10,000 be moved forward within this line item. This funding will be used to purchase a piece of equipment that will be used to monitor and set emissions from the two Jenbacher engines at the gas to energy plant. This purchase was planned in the 2016/2017 budget but was not made due to the fact

that the plant operator was unable to obtain training in the use of the equipment. The training should occur in the fall of 2017.

12-4204-8900-00 Improvements Other Than

Landfill staff have been working with the County IT department to purchase and install video surveillance equipment at strategic locations within the landfill facility. This process is nearing the point of issuing a contract to a local security firm; however, it will not be completed prior to end of the current fiscal year. We are requesting a total of \$100,000 be carried forward within this line item for this purpose.



COUNTY of FREDERICK

Department of Public Works

540/665-5643

FAX: 540/678-0682

MEMORANDUM

TO: Public Works Committee
FROM: Gloria M. Puffinburger
 Solid Waste Manager
THROUGH: Joe C. Wilder
 Director of Public Works
RE: Carryforward Request; FY 16/17 to FY 17/18
DATE: June 21, 2017

The purpose of this memo is to request that a total of \$70,600 be carried forward from the current *Refuse Collection (4203)* budget to FY 17/18 budget:

- Line item 10-4203-3002-00 (*Professional Services*) -- \$9,000 for the Stephenson convenience site project to complete site plan design.
- Line item 10-4203-3004-03 (*Repair and Maintenance/Grounds*) -- \$61,600 for site improvements at the Middletown and Greenwood convenience sites. Planned work at these sites was delayed during the current fiscal year due to a lack of contractors interested in performing the work. The work is still needed and it is hoped that the department will receive a better response in the fall of 2017.

/gmp

cc: file



COUNTY of FREDERICK
Department of Public Works

540/665-5643

FAX: 540/678-0682

MEMORANDUM

TO: Public Works Committee
FROM: Joe C. Wilder, Director of Public Works *JCW*
SUBJECT: Carry Forward Request Fiscal Year Budget 2016/2017 to Fiscal Year Budget 2017/2018 – Round Hill Fire Station and Event Center Project
DATE: June 21, 2017

Currently, we are almost complete with the Round Hill Fire Station and Event Center project. There are some very minor items that need to be completed and they will not be finished by June 30, 2017.

We anticipate all final matters will be completed by August 2017. Consequently, we are requesting that all unencumbered funds for this project be carried forward and placed in the Fiscal Year 2017/2018 budget line item 26-1226-8800-03 – Buildings/ Round Hill F&R. As of June 21, 2017, an unencumbered amount of \$29,379.00 remains. Please carry this amount forward for completion of the subject project.

JCW

cc: Kris Tierney, Interim County Administrator
File



MEMORANDUM

TO: Finance Committee

FROM: Joe C. Wilder, Director of Public Works *JCW*

SUBJECT: Amendment to the Carry Forward Request
Round Hill Fire Station & Event Center Project

DATE: July 19, 2017

At the June 27, 2017 Public Works Committee meeting a motion was unanimously approved to carry forward the remaining unencumbered funds from the Round Hill Fire Station & Event Center project. We are finishing final matters with the project and it should be completed within the next few months. The intent of the request was to carry forward all remaining funds which we indicated in the justification to be \$29,379.00. However, after further review, the actual amount of the remaining funds is \$110,374.00. In reviewing the documents, we misread the balance sheets and put down the lower amount.

It is our request to carry forward all of the remaining funds so that when the project is complete, a final accounting of the project can be done. Since the project is a cost share between Frederick County and Round Hill Community Fire Company, a final project cost is needed to ensure the proper funds are repaid by the fire company. We therefore request that the amount of \$110,374.00 be carried forward and placed in the FY 2017/2018 budget for this project.

I plan to attend the Finance Committee Meeting should you have any questions. Thank you for your consideration of this matter.

JCW/kco

cc: Kris Tierney, Interim County Administrator
Cheryl Shiffler, Finance Director
Sharon Kibler, Assistant Finance Director
file

Capital Contingency Fund
4-010-093010-5899-000-000
FY 16-17

Date	Item	Department	Amount	Balance	Notes:
7/1/2015	Opening Balance			\$0.00	
7/27/2016	FY16 carry forward		\$2,366,365.00	\$2,366,365.00	
9/8/2016	Radio system consoles	E-911	-\$543,800.00	\$1,822,565.00	BG email 9/8/16; (3506-8003) BT 180
9/8/2016	59 voting machines	VOTER REGISTRAR	-\$286,127.50	\$1,536,437.50	BG email 9/8/16; (1301-8001, 1301-3010) BT 691
10/6/2016	Communications center upgrade	E-911	-\$295,200.00	\$1,241,237.50	BG email 10/6/16; (3506-8003) BT 275
10/19/2016	Line painting machine	PARKS & REC	-\$13,200.00	\$1,228,037.50	BG email 10/19/16; (7109-8001) BT 293
10/19/2016	Top dressing machine	PARKS & REC	-\$11,000.00	\$1,217,037.50	BG email 10/19/16; (7110-8001) BT 293
10/20/2016	(2) vehicles	INSPECTIONS	-\$54,000.00	\$1,163,037.50	BG email 10/20/16; (3401-8005) BT 293
10/20/2016	Vehicle	PUBLIC WORKS	-\$28,000.00	\$1,135,037.50	BG email 10/20/16; (4201-8005) BT 293
1/31/2017	Vehicle manufacturer rebates	INSPECTIONS & PUB WRKS	\$3,500.00	\$1,138,537.50	ER10 1/30/17
1/31/2017	Return unused vehicle funds	PUBLIC WORKS	\$2,500.00	\$1,141,037.50	BT 498
2/27/2017	Return unused vehicle funds	INSPECTIONS	\$3,750.00	\$1,144,787.50	BT 562



MEMORANDUM

TO: Finance Committee
FROM: Michael T. Ruddy, AICP, Director
SUBJECT: K. Hovnanian Homes; Proffer Refund, Canter Estates - Section 5
DATE: July 11, 2017

Planning is requesting a refund for K. Hovnanian Homes in the amount of \$8,175.94 for two (2) proffer payments that were duplicated. This duplication was discovered in conjunction with K. Hovnanian's application for building permits on an adjacent lot within the Canter Estates - Section 5 subdivision.

By way of background, the balance of the Canter Estates - Section 5 project was recently transferred from Shoemaker Construction, the original developer, to K. Hovnanian Homes who is now completing the development. Shoemaker Construction had paid the proffers on these two (2) lots in 2006; however, they had not completed the construction homes on the lots. K. Hovnanian Homes was unaware of the previous payment when they paid the proffers for the two (2) lots. The Planning Department has updated its proffer tracking process. In doing so, it was identified that the initial payments for the undeveloped lots were not transferred to the new tracking system. This has been corrected.

Shoemaker Construction initially paid proffers on:

- Lot 399 Canter Estates 5 (permit #2579-2006) – 09/18/06 - \$4,087.97
- Lot 400 Canter Estates 5 (permit #2807-2006) – 10/10/06 - \$4,087.97

K. Hovnanian Homes paid proffers on:

- Lot 399 Canter Estates 5 (permit #1013-2016) – 11/02/16 - \$4087.97
- Lot 400 Canter Estates 5 (permit #2536-2016) – 04/18/17 - \$4087.97

A refund check should be made payable to K. Hovnanian Homes and mailed to 4090A Lafayette Center Drive, Chantilly VA 50151. I have attached copies of each receipt. If any further information is needed, please do not hesitate to contact me.

Finance code used: 3-010-01911-0050
Treasurer code used: 10EJ

MTR/SLC
Attachments: Receipts



RECEIPT

DATE 9/12/06

NO. 9141

RECEIVED FROM

Shoemaker Construction

ADDRESS

PO Box 480 Stephens City Va 22655

Four thousand eighty seven ⁰⁰/₁₀₀

DOLLARS \$ 4087.97

FOR RENT

FOR

Propper Lot 399 Center Estates

Section 5

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	4087.97	CHECK	1120
BALANCE DUE		MONEY ORDER	

BY P. Deeter

DATE 10/10/06

NO. 9192

RECEIVED FROM

Shoemaker Construction

ADDRESS

PO Box 480 Stephens City Va 22655

Eight thousand one hundred seventy five ⁰⁰/₁₀₀

DOLLARS \$ 8175.94

FOR RENT

FOR

Propper Lot 400 Center Estates

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	8175.94	CHECK	1145
BALANCE DUE		MONEY ORDER	

BY P. Deeter

NOTES

RECEIPT

DATE 11/1/16 NO. 541131

RECEIVED FROM K. Hovnanian

ADDRESS 4090A Lafayette Center Dr. Chantilly, VA
Four Thousand Eighty Seven \$ 4087.11

FOR Proffers Center Estates lot # 377
Permit 1012-2016

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	<u>4087.11</u>	CHECK	<u>5045</u>
BALANCE DUE		MONEY ORDER	

BY [Signature]

©2001 REDIFORM ® 8L818

NOTES

RECEIPT

DATE 4/18/17 NO. 791911

RECEIVED FROM K. Hovnanian Homes

ADDRESS 4090A Lafayette Center Dr. Chantilly VA 20151
Four thousand eight hundred \$ 4087.11

FOR Proffers for Center Estates lot # 400
Section 5 Ph 2
Permit # 2530-16

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	<u>4087.11</u>	CHECK	<u>2000.00</u>
BALANCE DUE		MONEY ORDER	

BY [Signature]

©2001 REDIFORM ® 8L818



MEMO

To: Frederick County Finance Committee
From: Jason Robertson, Director of Parks & Recreation
Date: July 12, 2107
Subject: Recreation Proffer Request – Abrams Creek Trail Design

The Commission (7-0) is recommending the use of \$65,000 in Proffer funds for the design and engineering of the Abrams Creek Trail Phase I. Use of these funds would be subject to having satisfactory easement assurance from the Phase I property owners.

Per the Frederick County Proffer Policy (Attachment 1), Parks and Recreation is seeking a recommendation from the Finance Committee to the Board of Supervisors on the appropriateness of the use of proffered funds for this purpose. The information below is intended to assist in making this determination.

- Capital Improvements Plan. The Abrams Creek Greenway is listed as the #5 item on the Parks and Recreation commissions recommended capital improvement plan for FY18. It was the #6 item on the FY16 CIP.
- The Senseny/Eastern Frederick Urban Area Plan component of the Frederick County Comprehensive Plan identifies and recommends the development of a linear recreation/transportation path along Abrams Creek.
- The Abrams Creek Greenway Trail is envisioned to be developed in 3 phases designed with termini creating recreation and transportation benefits at each phase.
- Parks and Recreation intends to use the design documents and accompanying cost estimates to pursue grant funding for the project. Additionally the design documents will serve as the basis for acquiring easements from the property owners.
- The service area of this project encompasses many proffer contributing developments and is intended to meet the #1 identified recreation need of new and existing residents (Attachment 2)

Frederick County
Cash Proffer Policy

As approved by the Board of Supervisors on January 28, 2009.

Proffered funds received by Frederick County will be held for the use specified by the proffer language. In the case of funds proffered to offset impacts to fire and rescue services, in the absence of other proffered specifications, the funds will be earmarked for the first due company in the area of the subject rezoning at the time the proffered funds are received. All proffered funds will be collected, held, and will accumulate until such time as a capital project funding request is received from a qualifying County department, agency, or volunteer fire and rescue company.

Qualifying agency or departmental **requests to access proffered funds shall be submitted to the County=s Finance Department** for processing. In order to qualify as a capital project the following criteria must be met:

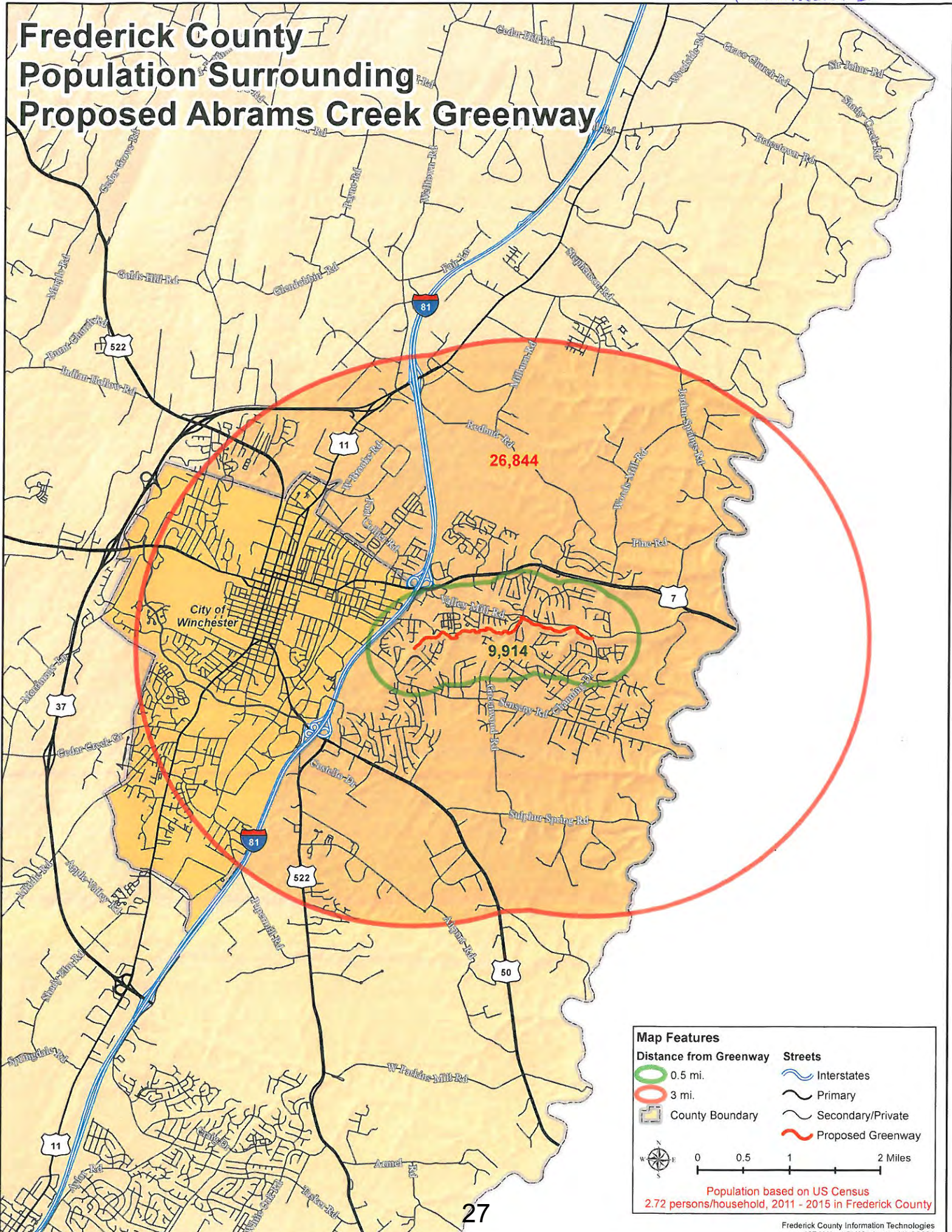
- 1) the item or project must have a minimum value of five thousand dollars (\$5,000), and;*
- 2) the item/project must have an anticipated useful life of at least five (5) years.*

The Finance Department will forward requests to the Finance Committee for a recommendation to the Board of Supervisors on the appropriateness of the use of proffered funds for the requested purpose. To assist the Finance Committee and Board in their deliberations requests to utilize proffered funds should include the following: 1) the amount of funds requested, 2) the total project cost, 3) a detailed description of the desired capital project or purchase including a discussion of how recent or anticipated development contributes to the need for the expenditure, and, 4) indicate whether or not the item or project is listed on the County=s Capital Improvements Plan (CIP).

In order to comply with State Code ' 15.2-2-2298 (A) the Planning staff, working in conjunction with the County Attorney, will attempt to insure that cash proffers associated with future rezonings are appropriately addressed through inclusion of relevant capital projects in the County=s CIP prior to acceptance of the proffered funds.

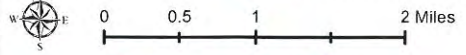
For the purpose of determining whether a project or item is appropriate for individual listing on the CIP only, a threshold value of \$100,000 and useful life of at least five year shall be utilized. (This would not preclude the purchase of capital items valued at less than \$100,000 utilizing proffered funds, where other relevant criteria are met and procedures followed.)

Frederick County Population Surrounding Proposed Abrams Creek Greenway



Map Features

Distance from Greenway	Streets
0.5 mi.	Interstates
3 mi.	Primary
County Boundary	Secondary/Private
	Proposed Greenway



Population based on US Census
2.72 persons/household, 2011 - 2015 in Frederick County



MEMO

To: Frederick County Finance Committee
From: Jason Robertson, Director of Parks & Recreation
Date: July 12, 2017
Subject: Fiscal 2017 Carry Forward

The Parks and Recreation Department is requesting a fiscal 2017 fund carry forward of \$88,770 in line 4-010-071010-3002-000-000 to fiscal 2018.

- \$59,700 is needed for completion of the Northwest Sherando Park Design.
- \$29,070 is needed for completion of the Abrams Creek Survey work and easement acquisition.

The Parks and Recreation Department is requesting a fiscal 2017 fund carry forward of \$612,300 in line 4-010-071100-8900-000-000 to fiscal 2018.

- The \$612,300 is needed for the construction of Northwest Sherando Park.

The Parks and Recreation Department is requesting a fiscal 2017 fund carry forward of \$7,278 in line 4-010-071030-8900-000-000 to fiscal 2018.

- The \$7,278 is needed for completion of the playground at Rose Hill Park.



MEMO

To: Frederick County Finance Committee
From: Jason Robertson, Director
Date: July 12, 2017
Subject: Recreation Assistance Fund

The Recreation Reserve Fund was created in FY 15 to provide financial assistance to Frederick County residents so that children could participate in recreation programs and to assist Frederick County in raising funds for future capital projects. There are three types of funds within the Recreation Reserve Fund, the Recreation Assistance Fund (PLAY Fund), specific capital project funds, and a general park improvement fund.

During FY 17 \$3,433.44 was donated to the PLAY Fund. The Parks and Recreation Commission requests that \$829.75 from the PLAY Fund be moved to the FY 17 revenue codes as outlined in attachment A.

The Parks and Recreation Department is requesting that the remaining balance of \$2,603.69 be moved to the Fund Balance Reserve-Parks and Recreation (0-010-000240-2444) for future requests.

Attachment A

3-010-016130-0013	\$450.00
3-010-016130-0010	\$379.75

These totals represent participation in the following activities:

- Storm Basketball Camp
- Cheer Camp
- Flag Football
- Volleyball League
- Young Artist Program
- Pee Wee, Youth, and Teen Basketball
- Wrestling
- Quick Start Tennis
- Summer Basketball
- Swim Lessons
- Red Cross Babysitting Class

RECREATION RESERVE FUND

500.20

PURPOSE:

The Recreation Reserve Fund within the Frederick County Reserve Fund will be used for Frederick County residents who need financial assistance for their children to participate in recreation programs and to assist Frederick County in raising funds to fund capital projects identified in the Frederick County Comprehensive Plan. This fund is not intended to provide funds which can be substituted for traditional tax base funding.

GOAL:

Increase Frederick County youth participation in recreation for those who are unable to afford recreation programs and provide recreation facilities identified in the Frederick County Comprehensive Plan.

POLICY:

There are three types of funds within the Recreation Reserve Fund, the Recreation Assistance Fund, specific capital project funds, and a general park improvement fund.

A. Recreation Assistance Fund:

Funds dedicated for Recreation Assistance will be placed in the Recreation Reserve Fund within Frederick County's Reserve Fund as they are received. Each donation will be noted in a revenue code (10GL-3-010-018990-0027). Donations are non-refundable.

These funds will be utilized for individuals seeking recreation assistance based on their income level according to the Economic Assistance Policy (#500.08). Each time an individual requests assistance, Parks and Recreation staff will apply the standards from Policy #500.08. If the individual is eligible to receive assistance and funds are available, assistance will be provided and accounted in the department's registration system. Staff will request the Commission to recommend receiving the discounted registration fees from the Recreation Reserve Fund's Recreation Assistance Fund at the July Parks and Recreation Commission meeting. This request will be forwarded to the Finance Committee for recommendation to the Board of Supervisors for reimbursement. The Recreation Assistance Fund is known as the PLAY Fund, an acronym for People Lending Assistance to Youth.

B. Capital Project Funds

A capital project fund may be created for any capital project approved by the Frederick County Parks and Recreation Commission and Frederick County Board of Supervisors. Twenty percent of the total project cost must be pledged prior to the establishment and acceptance of donations for a specific capital project fund in a revenue code (10GL-3-010-018990-0027).

The Frederick County Parks and Recreation Commission will recommend utilizing the money from the Recreation Reserve Fund within the Frederick County Reserve Fund to the Frederick County Finance Committee to recommend to the Frederick County Board of Supervisors. The

Frederick County Board of Supervisors must approve the disbursement of the Recreation Reserve Fund money within the Frederick County Reserve Fund.

C. General Park Improvement Fund

The general park improvement fund is for donations made to improve existing parks or facilities. Donations may be of any amount, deposited into revenue code (10GL-3-010-018990-0027), and are non-refundable.

The Parks and Recreation Commission will recommend the use of General Park Improvement Funds to the Finance Committee and the Board of Supervisors specifying the particular improvement.

Auditing/Accountability:

All funds within the Recreation Reserve Fund will be accounted for annually by the Parks and Recreation Department based on the balance provide by the Frederick County Finance Department and the Parks and Recreation Department. This balance and activity will be reported to the Parks and Recreation Commission annually.

Approved: May 2015



COUNTY OF FREDERICK, VIRGINIA

FIRE AND RESCUE DEPARTMENT

1080 Coverstone Drive
Winchester, VA 22602

Dennis D. Linaburg
Fire Chief

MEMORANDUM



TO: Cheryl Shiffler, Director
Finance Department

FROM: Dennis D. Linaburg, Chief
Fire and Rescue Department

SUBJECT: Request for Carry Forward – Fire and Rescue Study

DATE: June 28, 2017

The Fire and Rescue Department is requesting a FY17 fund carry forward of \$29,234.00 from line item 35050-3010-000, Contractual Services to the same line item in the FY18 budget. These funds were appropriated for the expenses related to the Fire and Rescue Study being conducted by Fitch & Associates. The requested total represents the balance of the original appropriation.

I have included a copy of the original Contingency Fund Request and Engagement Agreement outlining the Fee Schedule.

If you have any questions or need additional information, please do not hesitate to contact me.

DDL:msn
CC: file



MEMORANDUM

TO: Brenda Garton
County Administrator

FROM: Dennis D. Linaburg 
Fire Chief

SUBJECT: Contingency Fund Transfer – Fire & Rescue Study

DATE: March 15, 2017

The Frederick County Fire and Rescue System Study has kicked off and has outlined in the agreement with Fitch and Associates, payments are due at set project deliverables. At this time, we are requesting a Contingency Fund Transfer in the amount of \$44,975 to line item 3505-3010-000, Contractual Services.

Total Request: \$44,975.00

I have attached the Engagement Agreement for your records, indicating the payment timelines. If you have any questions, or need additional information regarding this request, please do not hesitate to contact me.

/attachment

DDL:mhn



ENGAGEMENT AGREEMENT

This constitutes an agreement to retain *Fitch & Associates, LLC*, 2901 Williamsburg Terrace, Suite G., Platte City, MO 64079-0170 (the "Firm") to provide consulting services for *Frederick County, 1080 Cornerstone Drive, Winchester, Virginia 22602* (the "Client"). The scope of the work to be performed by the Firm is outlined in the proposal submitted November 17, 2016.

It is understood that project work will include access to proprietary documents and information. Both parties acknowledge that the Firm represents other medical transportation and related organizations. Fitch & Associates, LLC agrees that confidential information about the Client or its related entities will not be released, except as required by law, without the prior approval of the Client, firm agrees to execute a Business Associate Agreement as required under federal guidelines in accordance with what is commonly referred to as "HIPAA."

Professional fees to accomplish the engagement shall be \$44,975. These fees shall be paid as follows:

Fifteen percent (\$6,746.25) is due upon the execution of this agreement.

Twenty percent (\$8,995) is due at the completion of the Information Data Request (IDR).

Twenty percent (\$8,995) is due upon receipt of the Draft Data Report.

Twenty percent (\$8,995) is due upon receipt of the Draft Geospatial Analyses.

Twenty percent (\$8,995) is due upon receipt of the Draft Summary Report.

Five percent (\$2,248.75) is due upon receipt of the Final Summary Report.

Usual and customary travel and related expenses including telephone, printing, and postage are included in the professional fees.

Personnel utilized to complete this agreement will be the employees or independent contractors of Fitch & Associates, LLC or its related entities. The Client will be contacted, in advance if possible, should a change of personnel be necessary. The Client agrees not to employ, or offer employment to any of the Firm's personnel, for a period of two years following the conclusion of this agreement without the written permission of the Firm.

In the event the Client determines not to proceed with this agreement during its term, the Firm may retain all sums paid by the Client for any expenses incurred and for work actually performed, but unpaid by the Client, an hourly rate of \$300. In this event, the Firm would bill for services in this fashion, and upon full payment, other obligations of either party to this agreement shall terminate except for the disclosure of information and solicitation of personnel as stated herein and both parties shall be released from other obligations.

Schedules outlined in documents are approximate and may be modified by agreement of the parties. The Firm will not be held liable for schedule compliance should the Client request or require schedule adjustments.

If for any reason any portion of this agreement between the parties is in dispute, both parties will make best efforts to resolve the dispute without resorting to litigation.

This agreement constitutes the complete understanding of the parties and modifications shall be made in writing and acceptable to both parties.

for:
FREDERICK COUNTY, VIRGINIA

for:
FITCH & ASSOCIATES, LLC

Brenda G. Gorton 2/21/17
Date

Joseph L. Fitch 8 February 2017
Date

Brenda G. Gorton
Printed Name

APPROVED AS TO FORM
[Signature] 2/15/2017
COUNTY ATTORNEY



Line of Duty Act Update

2017 Changes to the Act



VACORP

February/March 2017

Chris Carey, Administrator

Stephanie Heintzleman, Member Services Director

Risk Management | Coverage | Claims Resolution

Agenda

- Introduction
- Current Benefit Provisions
- Changes Effective 7/1/17
- What this means to localities
- Responsibilities
- Data
- Recommendations
- Questions

LODA – Current Benefit Provisions

Line of Duty Death

- One time death benefit
- Continued health insurance for family

Line of Duty Injury (cannot return to covered position)

- Continued health insurance for claimant & family

Changes Effective July 1, 2017

- Claims Reported by Locality/Jail
- Claims Administration by VRS
- Determinations by VRS
- Provision to Dispute Claims
- Recertify at 2 years, then 5 years
 - Able to return to covered position
 - Means Testing
 - Spouse

LODA Health Insurance Plan – State’s Timeline

- January 2017
 - DHRM forwarded plan info and enrollment docs to current participants
- February 2017
 - Participants return enrollment docs to the DHRM
- July 1, 2017
 - **ALL eligible participants now covered under LODA health insurance plan**

LODA Health Insurance Program

- **Beginning July 1, 2017, this is the coverage available to eligible LODA Beneficiaries**
- Two Plans:
 - Plan 1 - Formerly employed (Retirees, LTD Participants, Survivors)
 - ✦ Medicare is primary
 - Plan 2 - Currently employed with a LODA employer

Source: <http://www.dhrm.virginia.gov/docs/default-source/benefitsdocuments/ohb/loda-health-benefits-plans-01312017-update.pdf?sfvrsn=0>

LODA Health Insurance continued

Same plan design as COVA Care with all optional benefits

- Medical
- Behavioral Health
- Prescription Drugs
- Diagnostic, preventive and expanded dental
- Routine vision and hearing
- Employee Assistance Program
- In-network preventive care covered at 100%
- Out-of-network coverage

LODA Health Insurance continued

Out-of-Pocket Costs July 1, 2016 to June 30, 2017	
Service or Provision	Out-of-Pocket Cost
Deductible for Coinsurance - Individual/Family	\$300/\$600
Coinsurance (e.g., labs, x-rays)	20%
Out-of-Pocket Cost Limit	\$1,500/\$3,000
PCP Copay	\$25 per visit
Specialist Copay	\$40 per visit
In-Patient Facility Copay	\$300 per admission
Out-Patient Facility Copay	\$125 per visit
Emergency Room Copay	\$150 per visit
Urgent Care Copay	\$40 per visit
Outpatient Prescription Drugs	
> Generic Drug Copay - Retail	\$15
> Preferred Brand Copay - Retail	\$30
> Non-Preferred Brand Copay - Retail	\$45
> Special Drug Copay - Retail	\$55
> Mail Service Copay	2 x Retail

Health Insurance Changes July 1, 2017

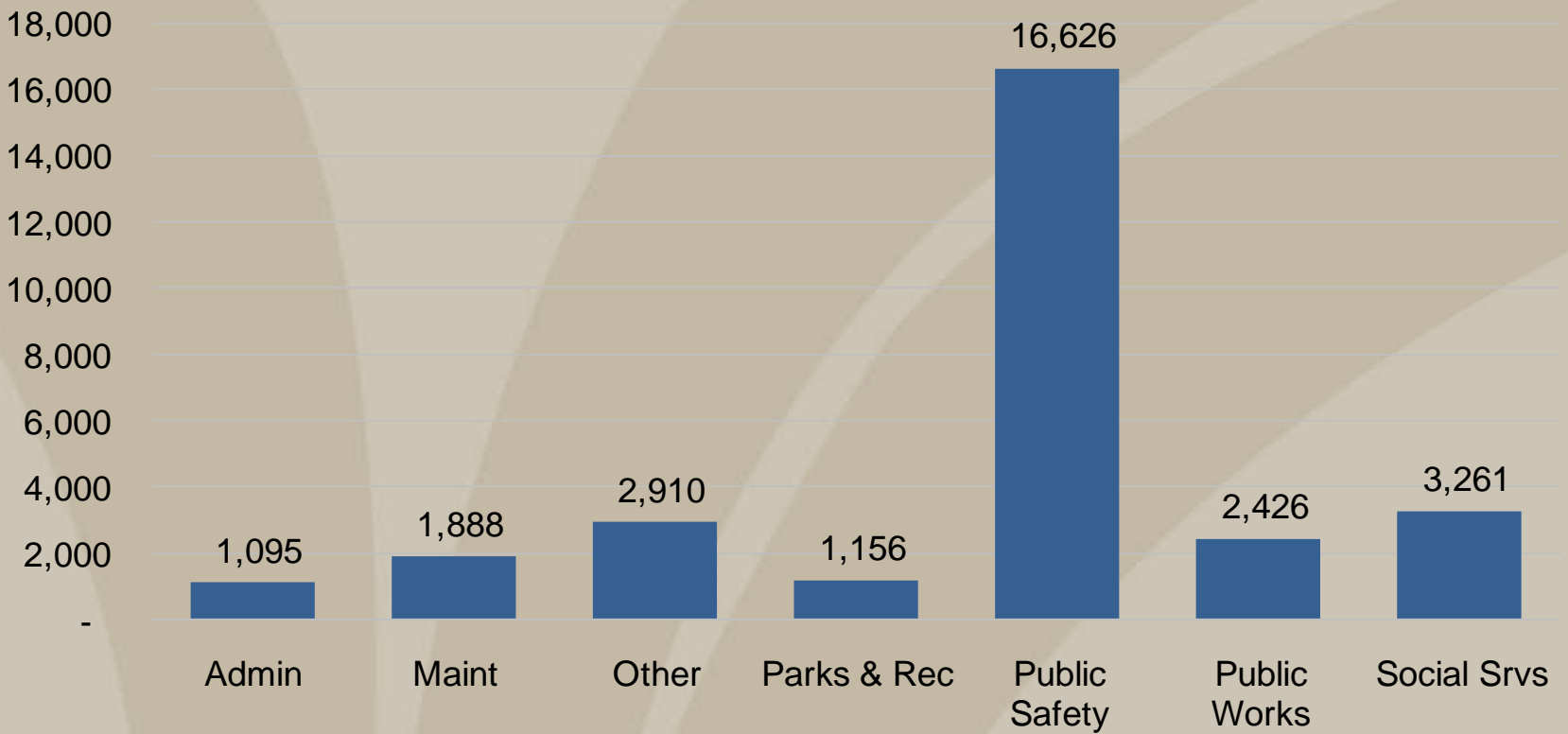
- All LODA claimants/families on same plan
- Loss of coverage when Medicare eligible
Except:
 - Current participants not affected
 - Social Security or Railroad disability
- Suspend eligibility when income greater than pre-disability
 - Current participants not affected
- Loss of coverage for Spouse if remarried
 - Pending legislation may grandfather

What does this mean for Virginia public entities?

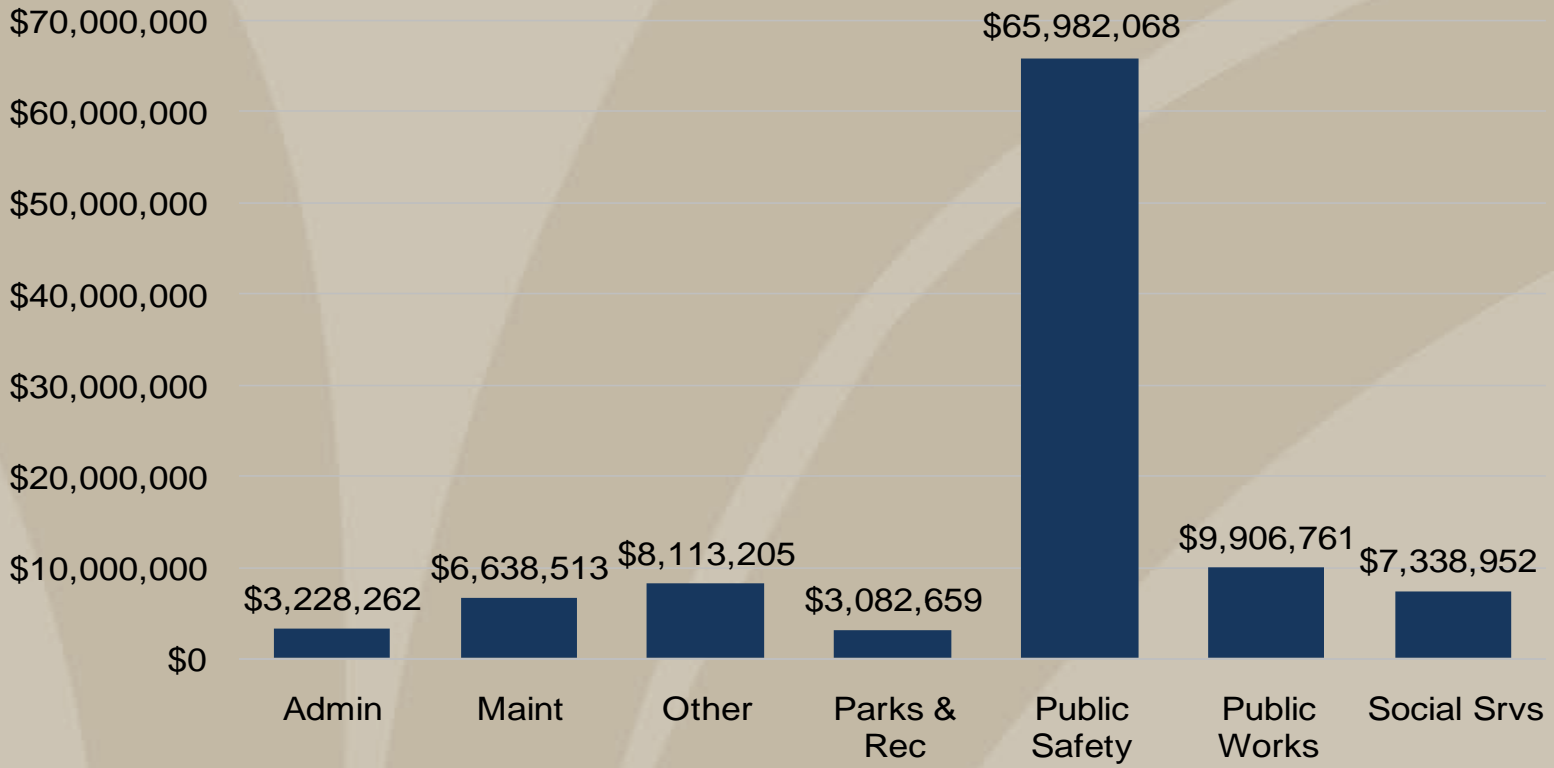
Responsibilities

- Purchase LODA coverage for all paid and volunteer public safety/emergency responders (§9.1-400 et seq. and state budget language)
- Pay for expenses associated with line of duty death and injuries to vol. firefighters (§27-41 et seq.)
- Manage and record rosters of all volunteer firefighters with Circuit Court Clerk (§27-42)

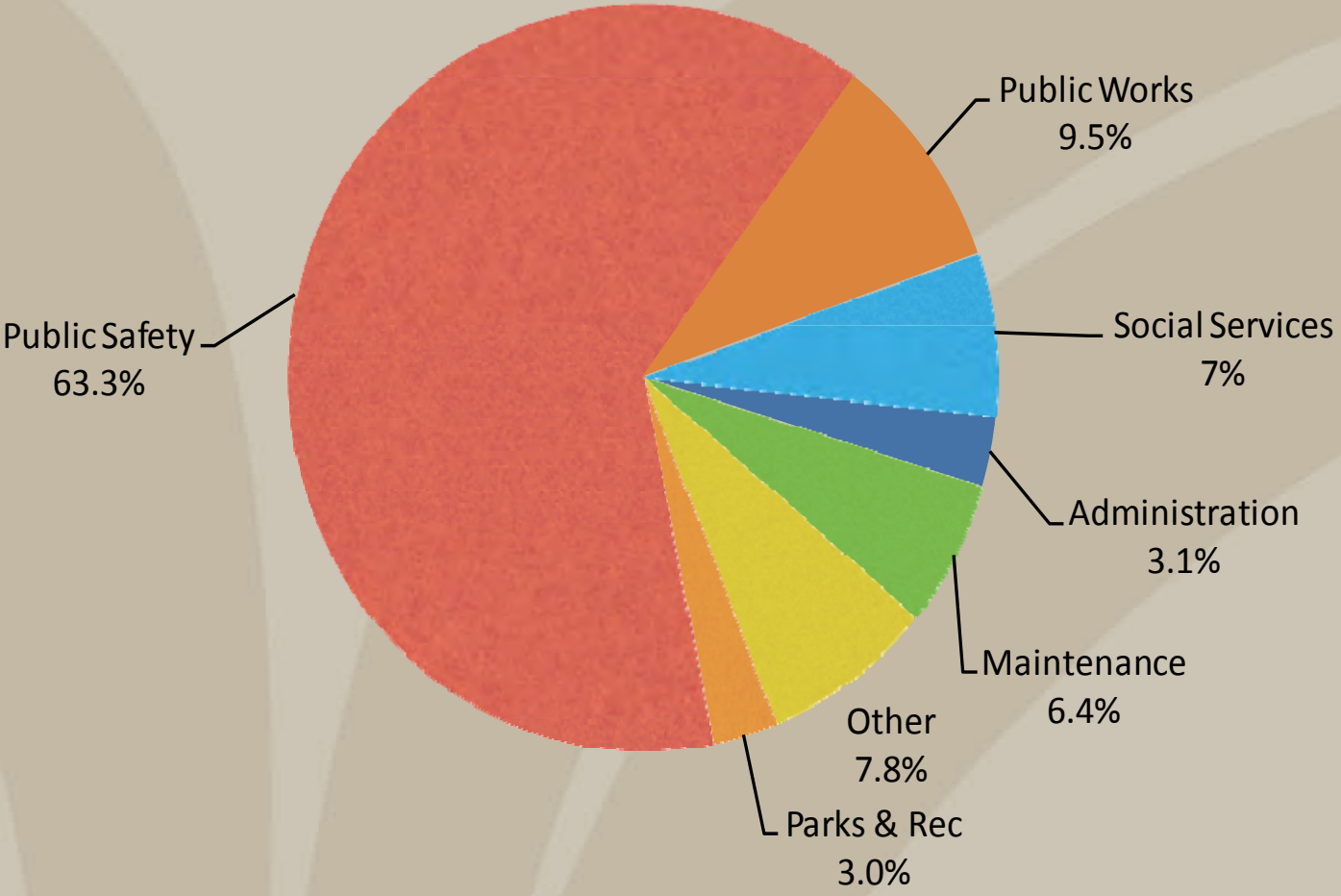
WC Claims Frequency



WC Claims Severity (cost of claims)



Claims by Department



Recommendations – Paid LODA Staff

- Reporting claims
 - Establish process for handling claims, similar to WC
 - Establish process for filing claims with VRS
- Communication
 - Most LODA claims have corresponding WC claim
 - Coordinate existing claim info with WC provider
 - Gather claim information prior to submission
 - Establish process for tracking LODA claimants/wages
 - Establish LODA training when hired and every 2 years

Recommendations – LODA Vols

- Provide Insurance/Coverage for Volunteers
 - **Locality needs to be the buyer**
 - Required to pay medicals for injuries/death
 - Control claims and contain cost
 - Access to valuable claims data
 - Purchase workers' comp and excess accident and sickness coverage; or
 - Purchase accident and sickness coverage
 - VACORP/VFIS Partnership

Recommendations - Vols (continued)

- **Manage and Record Volunteer Rosters**
 - Establish eligibility criteria for all vols
 - Consider fitness for duty
- **Reporting claims**
 - Establish point of contact and process for handling claims, similar to WC/A&S
 - Establish process for filing claims with VRS, ensuring related claims info is included

Recommendations - Vols (continued)

- **Communication**
 - Claims may have corresponding WC/A&S claim
 - Prior to claims submission, work with provider to gather existing claim information
 - Provide information with original claim report
 - Establish process to assist with tracking LODA claimants
 - Provide LODA training when begin serving and every 2 years

Conclusion

- Locality needs to be the **buyer** of workers' comp and/or accident and sickness coverage for volunteers
- Establish internal claims procedures
- Work with providers before reporting claim
- Establish process to keep in touch with LODA claimants
- Ongoing Training



Questions

For additional information, please contact
Stephanie Heintzleman or Chris Carey
VACORP
844-986-2705 or info@riskprograms.com



**AN ACCIDENT & SICKNESS INSURANCE PROPOSAL
PREPARED FOR:**

FREDERICK COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION
1080 COVERSTONE DRIVE
WINCHESTER, VA 22602

PRESENTED BY: LD&B INSURANCE & FINANCIAL SERVICES
PO BOX 716
MOUNT JACKSON, VA 22842

DATE PREPARED: May 11, 2017

This proposal is valid for 90 days.

Additional Entity Summary

Included: CLEAR BROOK VOLUNTEER FIRE & RESCUE, INC
GAINESBORO FIRE COMPANY
GORE VOLUNTEER FIRE COMPANY
GREENWOOD VOLUNTEER FIRE AND RESCUE, INC
MIDDLETOWN VOLUNTEER FIRE AND RESCUE COMPANY, INC
MILL WOOD STATION VOLUNTEER FIRE AND RESCUE COMPANY #21, INC
NORTH MOUNTAIN VOLUNTEER FIRE COMPANY
REYNOLDS STORE VOLUNTEER FIRE AND RESCUE COMPANY #20
ROUND HILL VOLUNTEER FIRE DEPARTMENT, INC
STAR TANNERY VOLUNTEER FIRE DEPARTMENT
STEPHENS CITY FIRE AND RESCUE COMPANY, INC

Prepared For: FREDERICK COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION

VOLUNTEER BASIC BENEFITS	Quote Number:	87420
Loss of Life Benefits		
Accidental Death Benefit Amount		\$100,000
Seat Belt Benefit Amount.....		\$25,000
Safety Vest Benefit Amount.....		\$25,000
Military Death Benefit Amount		\$15,000
Illness Loss of Life Benefit Amount.....		\$100,000
Dependent Child & Education Benefit Amount	Per Dependent Child	\$30,000
Spousal Support & Education Benefit Amount		\$15,000
Memorial Benefit Amount		\$5,000
Dependent Elder Benefit Amount	Per Dependent Elder	\$5,000
Repatriation Benefit Amount.....		\$2,500
Lump Sum Living Benefits		
Accidental Dismemberment & Paralysis Benefit.....	Principal Sum	\$100,000
Vision Impairment Benefit.....	Principal Sum	\$100,000
Injury Permanent Impairment Benefit	Principal Sum	\$100,000
Heart Permanent Impairment Benefit	Principal Sum	\$100,000
Illness Permanent Impairment Benefit.....	Principal Sum	\$100,000
Cosmetic Disfigurement Resulting from Burns Benefit.....	Principal Sum	\$100,000
HIV Positive Lump Sum Living Benefit	Principal Sum	\$100,000
Weekly Income Benefits		
Total Disability Benefit Weekly Amount (first 28 days)		\$750
Total Disability Benefit Maximum Weekly Amount (after 28 days)		\$750
Total Disability Minimum Weekly Amount.....		\$188
Partial Disability is equal to 50% of Total Disability Benefit Limit		
Occupational Retraining Benefit	Maximum Amount	\$20,000
Weekly Injury Permanent Impairment (Lifetime) Benefit		Included
Medical Expense Benefits		
Benefits Paid: Excess of Workers' Comp		
Medical Expense Benefit	Maximum Amount	\$50,000
Cosmetic Plastic Surgery Benefit.....	Maximum Amount	\$25,000
Post-Traumatic Stress Disorder Benefit.....	Maximum Amount	\$25,000
Critical Incident Stress Management Benefit.....	Maximum Amount	\$25,000
Family Expense Benefit Amount.....	Per Day	\$100
Family Bereavement & Trauma Counseling Benefit.....	Per Person	\$1,000
Transition Benefit.....		Included
Felonious Assault Benefit.....	Amount	Included
Home Alteration & Vehicle Modification Benefit.....	Maximum Amount	\$50,000
Volunteer Basic Premium for 1 Year		\$34,804

Prepared For: FREDERICK COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION

VOLUNTEER OPTIONAL BENEFITS	Quote Number:	87420	
(ANNUAL PREMIUM SHOWN)	Limit	Premium	
Weekly Hospital Benefit Amount	Not Incl.		
First Week Total Disability Benefit Amount	Not Incl.		
Coordinated 28 Day Total Disability Benefit Amount.....	Not Incl.		
Weekly Injury Permanent Impairment COLA.....	Not Incl.		
Extended Total Disability Benefit.....	Included		\$1,518
Long-Term Total Disability Benefit	Included		\$4,653
Long-Term Total Disability COLA.....	Included		\$2,794
Extra Expense Benefit			
Extra Expense Benefit Monthly Amount	Not Incl.		
Extra Expense Benefit Maximum Amount	Not Incl.		
24-Hour Accident Benefit – Injury Only	Not Incl.		
Off-Duty Accident Benefit – Injury Only	Not Incl.		
Organized Team Sports Benefit Rider			
Accidental Death & Dismemberment Benefit Amount*	Not Incl.		
Total Disability Benefit Maximum Weekly Amount*	Not Incl.		
Medical Expense Benefit Maximum Amount*	Not Incl.		
Policy Amendment Rider	Not Incl.		

* Since these benefits are based on exposures (e.g. number of persons, type of activity, type of league) premium may vary annually based on differences in exposure.
Please Note: Coverage provided under the optional 24-Hour / Off-Duty AD&D benefit requires a Roster listing the covered members.

Total Volunteer Basic and Optional:	
Premium for 1 Year	\$43,769

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

APPLICATION FOR BLANKET ACCIDENT AND SICKNESS INSURANCE

Application for a plan of accident and sickness is hereby made by: FREDERICK COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION

(Name of Participating Organization)

to National Union Fire Insurance Company of Pittsburgh, Pa. for coverage under Blanket Accident and Sickness Master Policy as described in Quote-Number _____ a copy of which is attached to and made a part of this application.

Policy Effective Date: _____ at 12:01 A.M. in your time zone

Customer Number: C10954

Policy Termination Date: _____ at 12:01 A.M. in your time zone

Payment Plans: 1 Year – Annual
 1 Year – Semi-Annual (\$1,500 policy minimum)

The following changes in limits or coverage from the above mentioned Quote-Number are hereby requested:

The above named entity hereby acknowledges that the changes shown above may result in a change of premium from that which was previously quoted.

The above named entity hereby understands that this application for accident and sickness coverage is subject to approval of the Company.

ANY PERSON WHO, WITH THE INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY HAVE VIOLATED STATE LAW.

(Signed by Authorized Representative)

(Title of Authorized Representative)

Signed by Licensed Resident Agent
(Where Required by law)

(Date)

Why Accident and Sickness Coverage?

The VFIS Accident and Sickness policies provide insurance protection to help with the expenses of an unexpected injury or illness a member may suffer as a result of participation in Covered Activities of emergency service work. These expenses can be from medical expenses, lost income due to disability, or other financial losses which affect a member or their family.

The National Fire Protection Association reported 68,085 emergency service personnel injuries in 2015¹. Despite this statistic many emergency service members continue to believe that accidents only **happen to others or that Workers' Compensation** will meet all their financial needs in the event of injury, illness or even death. This is simply not always the case.

Even in states with generous Workers' Compensation benefits, there can be gaps in coverage. Common gaps are caused by waiting and retroactive periods, maximum disability income benefit limits, and pre-existing condition limitations such as heart or circulatory malfunction. In addition, benefits for fundraising events, junior members, auxiliary members, and trustees or directors may not be covered.

For over 45 years, VFIS has been offering insurance coverage which has helped to insure emergency service personnel fill the coverage gaps for the financial impact of unexpected illness or injury while performing duties on behalf of the Emergency Service Organization. As the hazards of emergency service work have changed and evolved, our program has **also evolved to keep pace with them. That's why VFIS is America's** leading provider of insurance products to Emergency Service Organizations and is widely considered the premier provider of accident and sickness insurance protection throughout the United States and Canada.

¹ *National Fire Protection Association Journal, Nov./Dec. 2016.*

Preface

This proposal provides an abbreviated description of the benefits available under the VFIS Accident and Sickness policies underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. For a complete description of the coverages, please refer to the policy for your state. In all cases, the actual policy governs coverage.

We, us, or ours in this proposal refers to National Union Fire Insurance Company of Pittsburgh, Pa.

All benefits described in this proposal must arise out of and result from an **Insured Person's participation in a Covered Activity**. The term "member" used throughout this proposal refers to an Insured Person.

Throughout this proposal, key items such as policy definitions and benefit tables are included in text boxes for your ease of reference. Capitalized terms are defined in the policy. The actual policy providing benefits will be issued, and will contain reductions, limitations, exclusions, and termination provisions.

Coverage may vary by state. Refer to policy for specific coverage language and benefit amounts.

Risk Management

Emergency Service Organizations are faced with many challenges. They are responsible for protecting lives and property in an ever changing environment. Much time is spent dealing with complex financial and legal aspects of your organization.

You have requested this Accident and Sickness insurance proposal from VFIS to help cover your members. Although well known for our specialized insurance products, VFIS is equally recognized as the national leader in providing risk management services to help our clients identify and reduce their exposure to loss.

Your most important responsibility extends to the health and safety of **your personnel**. As part of VFIS's commitment to help you with this responsibility, we have developed a comprehensive series of training and educational programs that are provided at little or no cost to clients who purchase our insurance products. While insurance coverage is designed to transfer financial responsibility of loss, it is just as important that we offer resources to help you potentially prevent a loss from occurring or if it does occur, limit its impact.

Following are a few of the education and training programs that VFIS provides, which may be useful to help protect your personnel. We would be happy to help you implement any of these programs. Please contact VFIS to get started.

We are here to help.

VFIS Patient Handling addresses proper EMS patient movement, partner pairing, maximum unassisted lifting weights and limitations of **equipment**. The program includes an **instructor's guide, participant manual, a CD-ROM and video**. This program will help your organization provide training to minimize strains and sprains while lifting.

The **VFIS Infectious Disease Program** is available to assist you in the development and implementation of your administrative and operational infection control program. The program includes an **instructor's guide** and participant manual.

The **VFIS Emergency Vehicle Driver Training Program** is available to provide the basis for your driver training program. The program includes an **instructor's guide, participant manual, CD-ROM for PowerPoint, and competency course video**. VFIS Risk Control Communiqués on Intersections, Response Speed, and Warning Devices are also available to help your organization develop standard operating guidelines.

As a VFIS client, you may request these training resources which are available at no charge.

Visit vfis.com today.

Who is Covered Under the Accident and Sickness Program?

Coverage is provided for all membership classes including auxiliary members, junior members, members-in-training, officers, directors, trustees and administrative personnel.

Non-member volunteers asked by the organization to help in non-emergency events (e.g. fundraising) are also covered.

Deputized bystanders are covered at the time of the emergency while participating in the emergency.

Benefits do not change based on membership class. For example, junior members are entitled to the same benefits as fully trained emergency response volunteers.

Benefits are also available for career members for an additional premium.

Insured Person(s) – means any officially designated member of the **Policyholder** and/or **Participating Organization** while acting as:

- (1) a volunteer member for the **Policyholder** and/or **Participating Organization**;
- (2) any junior member or member in training;
- (3) any commissioner, director, trustee or other similar position associated with the **Policyholder** and/or **Participating Organization**;
- (4) any bystander deputized at the time of the emergency by an official of the **Policyholder** and/or **Participating Organization** to assist in an emergency, but only during the actual emergency;
- (5) any auxiliary member;
- (6) any non-member who is requested to participate by the auxiliary or **Policyholder** and/or **Participating Organization**;
- (7) any member who receives remuneration for on-call duty or out of pocket expenses and
- (8) **Administrative Personnel**;

Subject to the following:

An **Insured Person** will not include a **Paid Employee** while acting within the scope of his or her employment unless the policy is specifically endorsed to provide coverage for career members, except for **Administrative Personnel**.

Paid Employee(s) – means a person who receives compensation and works an average of 25 hours or more per week for the **Policyholder** and/or **Participating Organization**. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**. **Paid Employee** does not include **Administrative Personnel**.

When Does Coverage Apply?

Coverage is provided when a member performs any normal duty of the emergency service organization when under the direction of an officer, whether it is an emergency or non-emergency duty.

Travel to and from these duties is covered.

Good Samaritan Acts are also covered.

Most non-league sport activities held on behalf of and for the benefit of the department are covered. We do not provide benefits for football, hockey, lacrosse, soccer, boxing events, rugby or martial arts.

League Sports can be covered but will require a separate rider purchased in addition to the base policy.

Covered Activity – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any:

- (1) emergency response for fire suppression and rescue or emergency medical activity;
- (2) training exercise which simulates an emergency and where active physical participation is required;
- (3) **Firematic Events or Contests**;
- (4) class room training;
- (5) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** and/or **Participating Organization** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder** and/or **Participating Organization**, except any form of football, hockey, lacrosse, soccer, boxing, rugby or martial arts;
- (6) official functions attended primarily by members of the **Policyholder** and/or **Participating Organization** for which the purpose is to further the business of the **Policyholder** and/or **Participating Organization** (i.e. installation dinners, banquets, etc.);
- (7) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** and/or **Participating Organization** including personal travel and activities related to attending such convention, conference or meeting;
- (8) participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder** and/or **Participating Organization**;
- (9) authorized public safety education events; and
- (10) administrative or maintenance duties.

Under no circumstances is there coverage for participation in the athletic events listed in Exclusion number 9.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder** and/or **Participating Organization**, unless immediate action is required of the **Insured Person** at the scene of an emergency not on behalf of the **Policyholder** and/or **Participating Organization** or any other organization.

DEATH BENEFITS

Accidental Death or Illness Loss of Life

We will pay a Death Benefit when a member dies as a result of an Injury or Illness that occurs:

- a. during a specific Covered Activity; or
- b. due to a covered Injury or Illness; or
- c. due to a heart attack or stroke within 48 hours of an emergency response or training exercise requiring active physical participation.

Injury(ies) – means accidental bodily injury sustained by the **Insured Person**:

- (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under this policy is in force as to the **Insured Person**;
- (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person**; and
- (3) which is not otherwise defined as an **Illness**.

The term **Injury**, for the purposes of this policy, will not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

Illness(es) – means any disease, sickness, or infection of an **Insured Person** while coverage under this policy is in force as to the **Insured Person**. The **Illness** must:

- (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate **Medical Treatment**; or
- (2) directly result from participation in a **Covered Activity** and also result in the **Insured Person** receiving **Medical Treatment** within 48 hours of participation in such **Covered Activity**. The requirement that **Medical Treatment** be received within 48 hours is waived for **Infectious Diseases**; or
- (3) **Illness** also includes the **Mandatory Quarantine** of an **Insured Person**.

No Illness Loss of Life Benefit will be payable if an Accidental Death Benefit is payable under the policy, or if, as a direct result of participation in the same Covered Activity, an HIV Positive Benefit was paid to the member under the policy.

Seat Belt Benefit

We will pay an additional amount if a member was wearing a properly fastened seat belt at the time of a motor vehicle accident which caused death.

Safety Vest Benefit

We will pay an additional amount if a member was wearing an approved safety vest and death occurs when struck as a pedestrian at a motor vehicle accident or while directing traffic.

Military Death Benefit

We will pay a Death Benefit if a **Covered Person's** death occurs due to bodily injury while serving in the United States Military or their respective Guard or Reserve units. Death must occur within 12 months.

Covered Person - means all members who are listed on the **Policyholder** and/or **Participating Organization's** roster. The roster will be maintained and periodically updated by the **Policyholder** and/or **Participating Organization**. The roster will be kept on file by the **Policyholder** and/or **Participating Organization**.

Dependent Child And Education Benefit

If a Death Benefit is payable, We will pay an additional benefit for each surviving Dependent Child which can be used for **anything at the payee's** discretion, including costs for education, living expenses, grief counseling, etc.

Dependent Child - means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** and either claimed on the **Insured Person's** most recent or final federal tax return, or was dependent as a result of a legally enforceable agreement filed with a court or other administrative body.

Spousal Support And Education Benefit

If a Death Benefit is payable, We will pay an additional benefit to the surviving spouse of a married member. This benefit can be used for **anything at the spouse's discretion** including education, final expenses, grief counseling, etc.

Memorial Benefit

If a Death Benefit is payable, then the deceased member's department will receive an additional lump sum benefit. This benefit can be used for anything at the department's discretion, such as final expenses incurred by the department, establishing a memorial or trust fund or financial assistance to beneficiaries. This benefit is payable for each such death.

Dependent Elder Benefit

If a Death Benefit is payable, We will pay a benefit for each surviving Dependent Elder.

Dependent Elder - means any parent, parent-in-law, grandparent, grandparent-in-law, great grandparent or great grandparent-in-law of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** final federal tax return.

Repatriation Benefit

If a Death Benefit is payable, We will pay the expense to transport the deceased member when their body is beyond a 30 mile radius from their current primary residence at the time of death resulting from a Covered Activity.

LUMP SUM LIVING BENEFITS

Accidental Dismemberment And Paralysis Benefit

If a member sustains a covered Injury and suffers dismemberment or paralysis, a lump sum benefit will be payable based on the extent of the Injury.

Accidental Dismemberment and Paralysis Chart

<u>For Loss of:</u>	<u>% of Principal Sum Payable</u>
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%
Uniplegia	100%
Both Hands or Both Feet	100%
One Hand and One Foot	100%
Entire Sight of Both Eyes	100%
One Hand and Entire Sight of One Eye	100%
One Foot and Entire Sight of One Eye	100%
Speech and/or Hearing	100%
One Arm or One Leg	100%
One Hand or One Foot	50%
Entire Sight of One Eye	50%
Both Thumbs	50%
One Thumb	25%
Each Joint of a Finger or Toe	10%

Vision Impairment Benefit

If a member sustains a covered Injury which causes permanent vision impairment, a lump sum will be payable to the member based on the extent of the Injury. This chart shall apply separately to each eye.

Vision Impairment Chart

<u>Vision Impairment</u>	<u>% of Vision Impairment Benefit Payable Per Each Eye</u>
20/20.....	0.00%
20/30.....	2.75%
20/40.....	5.50%
20/50.....	8.25%
20/60.....	11.00%
20/80.....	16.50%
20/100.....	22.00%
20/120.....	28.00%
20/150.....	36.00%
20/180.....	44.50%
20/200 or poorer.....	50.00%

In no event will benefits be paid for both Vision Impairment Benefit and Accidental Dismemberment and Paralysis Benefit for an Injury to the same eye sustained while participating in the same Covered Activity.

Permanent Damage - means with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

Injury Permanent Impairment Benefit

A lump sum benefit will be paid to any member who suffers a Permanent Impairment as a result of an Injury. An impairment value is assigned after the member has reached maximum medical rehabilitation, and the member’s medical condition is considered stable or non-progressive.

To calculate the benefit paid, the Physician uses the “Guides to the Evaluation of Permanent Impairment” published by the American Medical Association to determine the impairment rating.

If a member has an Injury resulting in Quadriplegia, Paraplegia or Hemiplegia, 200% of the Principal Sum is payable. Uniplegia will be paid at 100% of the Principal Sum.

Benefits for an Injury due to a Permanent Impairment paid under this provision will be in addition to any Accidental Dismemberment Benefit or Vision Impairment Benefit paid or payable under the policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the Schedule for these benefits, unless:

- (1) the Permanent Impairment rating for an Injury is 90% or higher in which case 125% of the Principal Sum is payable, or
- (2) an Injury resulting in Quadriplegia, Paraplegia or Hemiplegia, in which case 200% of the Principal Sum is payable.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Physician(s) - means any duly licensed medical practitioner:
 (1) who is acting within the scope of his or her license; and
 (2) who is not the **Insured Person** or an **Immediate Family Member**.



Heart Permanent Impairment Benefit

This lump sum benefit is payable if a member suffers a Heart Permanent Impairment which results in at least 26 weeks of Total Disability.

Heart Permanent Impairment Benefit Chart

Left Ventricular Ejection Fraction	New York Heart Association Functional Classification	Heart Permanent Impairment Benefit Due
26 to 30% function	Class II	25%
26 to 30% function	Class III or IV	50%
21 to 25% function	Class II or III	50%
21 to 25% function	Class IV	75%
Less than 21% function	Class II or III	75%
Less than 21% function	Class IV	100%

The benefit due is calculated by multiplying the benefit percentage due and the Principal Sum. The benefit is further modified by the member's age on the date of the heart impairment, according to the following table:

- Age 40 or less – 125% of the amount payable
- Age 41 to 65 – 75% of the amount payable
- Age 66 or over – 50% of the amount payable

No benefit is payable if a member had a pre-existing Left Ventricular Ejection Fraction of 35% or lower prior to the Covered Activity causing the Heart Permanent Impairment.

Heart Permanent Impairment - means a medical condition which is a physical and functional abnormality or loss as a consequence of an **Insured Person** sustaining a heart impairment as a result of a **Covered Activity**, resulting in:

- (1) a "Left Ventricular Ejection Fraction" of 30% or less; and
- (2) a "New York Heart Association Functional Classification" of II, III, or IV; and
- (3) at least 26 weeks of **Total Disability**.

Left Ventricular Ejection Fraction - means a clinically used measure of the percentage of blood the heart is able to eject from the left ventricle.

New York Heart Association Functional Classification is a standard measurement of how heart function affects activities of daily living. Below is a summary of the New York Heart Association Classification:

- I. No symptoms and no limitation in ordinary physical activity.
- II. Mild symptoms and slight limitation during ordinary activity. Comfortable at rest.
- III. Marked limitation in activity due to symptoms, even during less-than-ordinary activity. Comfortable only at rest.
- IV. Severe limitations. Experiences symptoms even while at rest.

Illness Permanent Impairment Benefit

If an Illness to a member results in 260 weeks of Total Disability Benefits, the following percentage of the Illness Permanent Impairment Benefit shown in the schedule will be payable:

- 50% If the member is unable to return to their occupation.
- 75% If the member is unable to return to any Gainful Occupation.
- 125% If the member has been approved or, if not eligible, otherwise meets the eligibility criteria for Social Security disability benefits.

If a member has received a Heart Permanent Impairment Benefit and later becomes eligible for payment under this benefit for the same condition, the amount payable under this benefit is reduced by the amount previously paid under the Heart Permanent Impairment Benefit. The percentages shown above will also apply to the total amount payable.

Cosmetic Disfigurement Resulting from Burns Benefit

If a member suffers a cosmetic disfigurement due to a burn classified as a full thickness or third degree burn, as a result of an Injury, We will provide a lump sum benefit to the member.

The payment amount is based on the amount of surface area and body part burned. Burns to body parts that are more visible will result in a higher benefit than burns occurring to less visible body parts.

Cosmetic Burn Chart

Body Part	Area Classification	Maximum Allowable % for Area Surface Burned	Maximum % of Cosmetic Disfigurement from Burns Principal Sum
Face, Neck, Head	11	9.0%	100%
Hand and Forearm (Right or Left)	5	4.5%	22.5%
Upper Arm (Right or Left)	3	4.5%	13.5%
Torso (Front or back)	2	18.0%	36.0%
Thigh (Right or Left)	1	9.0%	9.0%
Lower Leg (Below Knee) (Right or Left)	3	9.0%	27.0%

Example using the Cosmetic Burn Chart

- (a) if 100% of the surface of the right hand and forearm were burned the benefit would be $5 \times 4.5\% = 22.5\%$ of the Cosmetic Disfigurement Resulting from Burns Principal Sum payable; or
- (b) if 50% of surface of the right hand and forearm were burned the benefit would be $5 \times 2.25\%$ (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting from Burns Principal Sum payable.

If the **Insured Person** suffers burns in more than one area as a result of any one accident, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting from Burns Principal Sum.

Any Cosmetic Disfigurement Resulting from Burns Benefit paid or payable under this policy will be in addition to any Accidental Dismemberment Benefit, Injury Permanent Impairment, Heart Permanent Impairment, or Illness Permanent Impairment Benefit paid or payable under this policy. However, in no event will the total amount of benefits payable as a result of any one accident exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

HIV Positive Lump Sum Living Benefit

If a member contracts Human Immunodeficiency Virus (HIV) as a direct result of participation in a specific Covered Activity a lump sum benefit is payable to the member.

If either the Illness Loss of Life Benefit or the Illness Permanent Impairment Benefit is payable and the HIV Positive Lump Sum Living Benefit is also payable, only the largest lump sum amount will be paid.

HIV Positive - means the presence of **HIV** antibodies in the blood of an **Insured Person** as substantiated through both a positive screening test (enzyme-linked immunosorbent assay, ELISA) and a positive supplemental test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positivity as specified by the manufacturer(s).

WEEKLY INCOME BENEFITS

Total Disability Benefit/Weekly Income Benefit

If a member is unable to perform all of the material and substantial duties of their own occupation because of an Injury or Illness, We will pay the Total Disability Weekly Income Benefit.

Total Disability, Totally Disabled - means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means:
 - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform all of the regular activities of the **Insured Person** prior to the covered **Injury or Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

- **First 28 Days of Total Disability**

For the first 28 days of Total Disability, the Total Disability Benefit Amount selected will be paid regardless of the amount of lost income and is not coordinated with income from other sources (e.g. **Workers' Compensation**).

- **After 28 Days of Total Disability**

We will pay up to 100% of the member's pre-disability average income not to exceed the weekly benefit amount shown in the Schedule. The amount payable will be offset by Other Valid and Collectible Insurance or payable **Workers' Compensation**.

Other Valid and Collectible Insurance – means any:

- (1) group plan, program, or insurance policy;
- (2) other group hospital, surgical or medical benefit plan;
- (3) union welfare plans or group employer or employee benefit programs;
- (4) no-fault automobile insurance plan or similar law; or
- (5) regular or disability benefits paid under a Retirement Program after the commencement of Partial Disability or Total Disability benefits under this policy.

Other Valid and Collectible Insurance will not include benefits provided by the United States Social Security Act or any individual disability insurance plans.

Retirement Program - means any normal, early, or disability retirement benefit, provided by the **Policyholder** and/or **Participating Organization**, state, union or other entity where eligibility and/or benefits are based on employment with the **Policyholder** and/or **Participating Organization**.

After 52 weeks of Total Disability, on July 1st disability benefits will increase a minimum of 5% up to 10% maximum based on the Consumer Price Index.

Payment Example for the Fifth Week of Disability:

Amount on Schedule after 28 days	\$400
Member's Average Weekly Wage:	\$1,000
Workers' Compensation Payment:	\$400
We will pay:	\$400

Based on your benefit selection, Total Disability is payable

- (1) up to two hundred sixty (260) weeks, or
- (2) up to 520 weeks under Extended Total Disability, or
- (3) up to age 70 under Long-Term Total Disability.

Partial Disability Benefit/Weekly Income Benefit

If a member is unable to perform one or more, but not all, of the duties of their own occupation because of an Injury or Illness, We will pay the Partial Disability Weekly Income Benefit shown in the Schedule for the first 28 days of Partial Disability. The calculation will be similar to the Total Disability Benefit after 28 days.

The benefit for Partial Disability is payable for up to 52 weeks.

Partial Disability, Partially Disabled - means

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage, Partial Disability, Partially Disabled** means:
 - (a) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform one or more, but not all, of the regular activities of the **Insured Person**.

The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**.

If 52 weeks of Total Disability has been paid and the Consumer Price Index applied to the benefit, should the member become Partial/Partially Disabled, the Consumer Price Index will be applied on July 1st to the Partial Disability Benefit at a minimum of 5% up to 10% maximum.

The definition of Illness is expanded to include Mandatory Quarantine, which allows Us to reimburse wages lost due to a government mandated quarantine intended to contain an Infectious Disease.

Mandatory Quarantine - means period of isolation intended to limit the spread of an **Infectious Disease**. The **Mandatory Quarantine** of an **Insured Person** must be ordered by appropriate medical officials while acting under the authority of the local, state or federal government.



OCCUPATIONAL RETRAINING BENEFIT

If an Injury or an Illness prevents a member from holding a Gainful Occupation, We will pay Covered Retraining Expenses. This benefit is paid if the member enrolls in an institution of higher learning or a professional or trade training program. The objective of any professional or trade training program must be to return the member to a job for which he or she is suited. The professional or trade training program must be agreed upon by Us and the member.

Gainful Occupation - means a job for which an **Insured Person** is qualified by reason of education, training or experience, which has a reasonable expectation to provide more than 85% of pre-disability earnings.

Covered Retraining Expenses includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

WEEKLY INJURY PERMANENT IMPAIRMENT (LIFETIME) BENEFIT

We will pay a weekly benefit if a member suffers a Permanent Impairment of 50% or greater due to a covered Injury. The benefit is payable:

- weekly for life
- even if the member returns to work in any job
- in addition to any benefit paid or payable under the policy.

Payments begin on the 261st week of disability or 521st week if the Extended Total Disability is selected. The weekly payment is calculated by applying the impairment rating percentage to the Weekly Income Benefit received by the member on the 29th day of Total Disability.

Subsequent changes in the Permanent Impairment rating due to an Injury will not affect the Weekly Injury Permanent Impairment Benefits paid or payable.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Example:

If the Total Disability Weekly Income Benefit payable on the 29th day of Total Disability is \$600.00 and the member's Permanent Impairment rating is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week ($\$600 \times 70\% = \420).

MEDICAL EXPENSE BENEFITS

Reasonable and Customary Expense – means an expense which:

- (1) is charged for treatment, supplies or medical services medically necessary to treat the **Insured Person's** condition;
- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (3) does not include charges that would not have been made if no insurance existed.

Medical Expense Benefits

If Injury or Illness causes a member to incur expenses for medical care, We will pay the cost of any Reasonable and Customary Expenses.

Medical expenses include items such as:

- medical, Hospital, or surgical treatment
- Home Health Care
- nursing services prescribed and monitored by a Physician
- Post-exposure Prophylaxis Protocol (PEP) treatment, when such treatment is advised by the attending Physician
- Infectious Disease screening tests
- Post-exposure preventive inoculations as a result of participation in a Covered Activity

Cosmetic Plastic Surgery Benefit

If a member needs skin grafting or plastic surgery because of an Injury for which Medical Expense Benefits are paid or payable, We will pay for the Reasonable and Customary Expenses of the surgery, up to the policy limit

Post-Traumatic Stress Disorder Benefit

We will pay Reasonable and Customary Expenses when a member suffers from Post-Traumatic Stress Disorder as a result of participation in a specific Covered Activity in which a Traumatic Incident occurred.

Post-Traumatic Stress Disorder - means emotional stress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

Critical Incident Stress Management Benefit

When the department requires the services of a Critical Incident Stress Management Team, We will pay the expenses incurred by the team. These expenses include meals, lodging and necessary travel.

The team must be requested and authorized by the Policyholder and needed due to a specific Covered Activity where a Traumatic Incident occurred.

Critical Incident Stress Management Team (CISMT) - means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews or on the scene support.

Traumatic Incident – means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to:

- (1) line-of-duty death or serious injury to other **Insured Persons**;
- (2) a single incident having multiple casualties;
- (3) death or serious injury of a child; and
- (4) dealing with victims known to the **Insured Person**.

Family Expense Benefit

When a member is admitted as an inpatient to a Hospital for a covered Injury or Illness, We will pay a daily benefit to the member.

After such Hospital confinement, We will provide 50% of the scheduled daily benefit for each day the member participates in Out-Patient Physical Therapy. This benefit is payable for a combined maximum of 26 weeks for any one accidental Injury or Illness regardless of whether it is paid at 100% or 50%.

Family Bereavement and Trauma Counseling Benefit

We will pay this benefit if an Accidental Death or Illness Loss of Life Benefit is payable, or if a member's participation in a Covered Activity in which a Traumatic Incident occurred, requires a member's spouse, Dependent Child, or resident Immediate Family Member to require counseling.

TRANSITION BENEFIT

We will pay a weekly Transition Benefit equivalent to the last Total Weekly Disability Benefit if, while a member is receiving Total Disability benefits, they are involuntarily terminated from their regular employment and remain unemployed after Total Disability ends under this plan. This benefit is payable as long as the member remains unemployed up to a maximum of 26 weeks.

FELONIOUS ASSAULT BENEFIT

This benefit is payable if a member suffers an Injury or Illness as the result of a Felonious Assault that is directed at the member while participating in a Covered Activity.

Only one benefit is payable for all losses as a result of the same Felonious Assault.

Felonious Assault - means any willful or unlawful use of force upon the **Insured Person**:

- (1) with the intent to cause bodily injury to the **Insured Person**; and
- (2) that results in bodily harm to the **Insured Person**; and
- (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

We will pay for home alteration and vehicle modification expenses incurred within three years of the date of Injury or Illness, if a member requires alterations to their home and/or modifications to their vehicle as a direct result of a covered permanent and irrevocable loss. This benefit is payable in excess of benefits paid or payable under **any Workers' Compensation act**, no fault automobile insurance plan, and any Other Valid and Collectible Insurance.

Home Alteration and Vehicle Modification Expenses - means one-time expenses that:

- (1) are charged for:
 - (a) alterations to the **Insured Person's** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
 - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person's** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) agreed to and approved by **Us**.

OPTIONAL BENEFITS

Weekly Hospital Benefit

When a member requires inpatient hospitalization or outpatient physical therapy for either an Injury or Illness, We will pay this benefit in addition to the Weekly Income Benefit.

This benefit is payable for a maximum period of 104 weeks.

If the member is in an intensive, cardiac or critical care unit, the Weekly Hospital Benefit Amount shown in the Schedule is doubled.

First Week Total Disability Benefit

A member will receive an additional payment for the first week of Total Disability as a result of an Injury or Illness. If the member is Totally Disabled for less than one full week, We will pay a daily benefit for each day of disability. This daily benefit will be 1/7 of the scheduled weekly benefit.

This benefit is paid in addition to other weekly income benefits.

Coordinated 28 Day Total Disability Benefit

A member will receive 100% of the difference between their Average Weekly Wage, and the Total Disability Weekly Amount (first 28 days) payable under the policy plus any disability income benefits received from Workers' Compensation or similar law during the first 28 Days of Total Disability. If the member is Totally Disabled for less than one full week, We will pay a daily benefit for each day of disability. This daily benefit will be 1/7 of the scheduled weekly benefit.

Extended Total Disability Benefit

If the Extended Total Disability is shown on the Schedule the maximum Total Disability Benefit period is increased from five years (260 weeks) to 10 years (520 weeks). This benefit is payable if the member is Totally Disabled due to an Injury or Illness. Total Disability Definition continues to apply to your own occupation.

Long-Term Total Disability Benefit

If the Long-Term Total Disability Benefit is shown on the Schedule the Total Disability Benefit is payable to age 70. This benefit is payable if a member is Totally Disabled due to an Injury or Illness.

Long-Term Total Disability – means

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means the inability to perform all of the material and substantial duties of any **Gainful Occupation**.
- (2) For an **Insured Person** who did not have an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means:
 - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform any two of six activities of daily living of the **Insured Person**. Activities of daily living include mobility, eating, elimination, cognition, personal hygiene and dressing.

After 10 years of Total Disability the definition of disability will be based on any Gainful Occupation when the Long-Term Total Disability Benefit is provided.

Gainful Occupation - means a job for which an **Insured Person** is qualified by reason of education, training or experience, which has a reasonable expectation to provide more than 85% of pre-disability earnings.

Cost of Living Adjustment (COLA) Benefits

If Weekly Injury Permanent Impairment COLA or Long-Term Total Disability COLA is shown on the Schedule, the amount payable will be increased after benefits have been paid for at least 52 consecutive weeks. The percentage of increase, a minimum of 5% up to 10% maximum, is based on the increase in the Consumer Price Index.

Consumer Price Index - means the consumer price index published by the U.S. Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

EXCLUSIONS

Extra Expense Benefit

After 26 weeks of a member's Total Disability due to a covered Injury or Illness, the member will receive the Extra Expense Benefit Monthly Amount. This benefit will cease when the member is no longer Totally Disabled, or the maximum amount shown in the schedule is paid.

Organized Team Sports Rider

This benefit provides accidental death, accidental dismemberment, total disability, or medical expense benefits if death or Injury to a member results from participation in (including travel directly to and from) a specific organized team league event, including a game or practice.

OPTIONAL 24-HOUR or OFF-DUTY ACCIDENT BENEFITS

For 24-Hour and Off-Duty Accident Benefits, Covered Person means:

Covered Person - means all members who are listed on the **Policyholder** and/or **Participating Organization's** roster. The roster will be maintained and periodically updated by the **Policyholder** and/or **Participating Organization**. The roster will be kept on file by the **Policyholder** and/or **Participating Organization**.

24-Hour Accident Benefit – Injury Only

This benefit provides a lump sum amount if a Covered Person dies or suffers dismemberment, vision loss or paralysis due to bodily injury. This benefit is paid if death, dismemberment, vision loss or paralysis occurs during a Covered Activity or an off-duty activity.

Off-Duty Accident Benefit – Injury Only

This benefit provides a lump sum amount if a Covered Person dies or suffers dismemberment, vision loss or paralysis due to bodily injury. This benefit is paid only if death, dismemberment, vision loss or paralysis does not occur during a Covered Activity.

Please note: Coverage provided under the optional 24-Hour or Off-Duty Benefits cannot be issued until a roster listing the covered members is submitted.

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it; or intentionally self-inflicted injuries;
- (2) injuries that happen while flying except:
 - (a) as a passenger on a commercial aircraft;
 - (b) as a passenger on any aircraft while taking part in a Covered Activity;
- (3) injuries that happen while flying as a crew member or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered Post-Traumatic Stress Disorder;
- (6) treatment of alcoholism or drug addiction and any complications arising from it, except loss caused by Injury sustained during and resulting from a Covered Activity;
- (7) illness, except as provided by the policy;
- (8) military service of any state or country;
- (9) any form of football, hockey, lacrosse, soccer, boxing, rugby and martial arts;
- (10) any league sports event, except as covered under the Organized Team Sports Rider; or
- (11) Cancer.

This is only a brief description of the coverage(s) available under policy series V50000. The policy contains reductions, limitations, exclusions and termination provisions. Full details of the coverage are contained in the policy. If there are any conflicts between this document and the policy, the policy shall govern. Insurance underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania insurance company, with its principal place of business at 175 Water Street, 15th Floor, New York, NY 10038. It is currently authorized to transact business in all states and the District of Columbia. NAIC No. 19445.



VACORP

2017-2018

**Workers' Compensation Coverage Proposal
for**

Frederick County Volunteer Fire and EMS



For additional information, contact:
Stephanie Heintzleman
1315 Franklin Road SW
Roanoke, VA 24016
Phone: (844) 986-2705

Presented: April 5, 2017

Package coverages, terms, conditions and exclusions are only briefly outlined. For complete provisions please refer to the coverage contract.



VACORP

**We provide the most extensive coverage and service
at stable and extremely competitive pricing.**

Why VACORP?

Member-Owned, Member Governed

VACORP provides coverage and risk management expertise to local government entities throughout Virginia. By pooling risks, members enjoy the benefits of comprehensive coverage, cost savings, and price stability. Unlike a commercial carrier, VACORP is governed by a Supervisory Board that is comprised of pool members that have a common interest. As a member governed organization, VACORP knows and understands its members' needs and has a proven record of quickly responding to the changes in state laws and mandates.



Services and Resources

VACORP uses its expertise to custom design services to meet the specific needs of each member, including risk management consultations and on-site trainings.

- Customized risk management programs designed specifically for each member based on claims/risks
- Hot topic workshops presented in various regions across Virginia
- Case Management services provided by nursing professionals
- Medical Bill Review to ensure cost effective treatment for injured employees
- Nurse triage services available by trained professionals
- Live and recorded training webinars
- Online Training Courses



VACORP is pleased to provide this information. Coverage details are provided in the proposal documents. Please let us know if you need additional information.



Workers' Compensation

- VACORP provides the most affordable and responsive Workers' Compensation coverage available.
- VACORP provides leading medical bill review and case management services to ensure cost effective treatment and return to work for injured employees.

Coverages

Workers' compensation coverage is provided in accordance with and limited to the Virginia Workers' Compensation Act and Employers Liability.

Employers' Liability

Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease (Per Person)	\$1,000,000
Bodily Injury by Disease (Per Accident)	\$1,000,000

Classification	Code	Payroll	Rate (Per \$100 Payroll)	Contribution
Firefighters-Volunteer	7711	\$1,022,400	\$7.28	\$74,431
Total Payroll:		\$1,022,400		
			Manual Contribution	\$74,431
			Experience Modification	1.00
			Modified Contribution	\$74,431
			Premium Discount	(\$7,852)
			Scheduled Debit/Credit	\$0
			Total Estimated Annual Contribution	\$66,579

This proposal is based on 284 volunteers performing duties on behalf of Frederick County.

The classifications and codes shown are established by the National Council on Compensation Insurance (NCCI) and are the same as those used by insurance companies in Virginia.

Rates have been filed with the State Corporation Commission and are subject to approval.

Subject to Audit and Annual Adjustment



COUNTY of FREDERICK, VIRGINIA

DEPARTMENT OF PUBLIC SAFETY COMMUNICATIONS

1080 Coverstone Drive, Winchester, VA 22602

MEMORANDUM

LeeAnna Pyles
Director,
Public Safety
Communications

TO: Board of Supervisors

FROM: LeeAnna Pyles,
Director Public Safety Communications

SUBJECT: Public Safety Committee Meeting.
Report for June 15, 2017

DATE: July 5, 2017

A meeting of the Public Safety Committee was held on Thursday June 15, 2017 at 8:30 a.m. at the Frederick County Public Safety Building, 1080 Coverstone Drive, Winchester, VA.

Committee members present were: Committee Chairman Gene Fisher, Gary Lofton, Walter Cunningham, Helen Lake and Blaine Dunn. Member Chuck Torpy was not present. Also in attendance were Fire & Rescue Chief Denny Linaburg, County Attorney Rod Williams, Deputy Fire Chief Larry Oliver, Assistant County Attorney Erin Swisshelm, Communications Director LeeAnna Pyles, Deputy County Administrator for Human Services Jay Tibbs, Sheriff Lenny Millholland, Fire Marshal Jay Bauserman and Deputy Director of Emergency Management Chester Lauck. The following items were discussed:

*****Item Not Requiring Action*****

1. Presentation from VaCorp and VFIS (see attached):

The Committee heard a presentation from VACoRP and VFIS in regards to workman's compensation and accident/injury coverage for Volunteer Fire & Rescue personnel. VACoRP representative Stephanie Heintzelman outlined the VACoRP program. She then introduced Scott King with VFIS who discussed the accident/injury portion of claims filed that are not deemed workman's compensation. This program could be beneficial to the Volunteer work force. Missi Neal, Administrative Assistant in the Fire & Rescue department stated that the total cost for the department could go up approximately \$43,769 for FY18.

The Public Safety Committee referred this matter go to the Finance Committee for their consideration with the Fire & Rescue staff providing more details, and that the County consider the workman's compensation coverage and the VFIS \$34,804 basic premium.



COUNTY OF FREDERICK

Roderick B. Williams
County Attorney

540/722-8383
Fax 540/667-0370
E-mail: rwillia@fcva.us

MEMORANDUM

TO: Finance Committee

FROM: Roderick B. Williams
County Attorney

DATE: July 12, 2017

RE: Proposed Ordinance Amendment Regarding Real Property Tax Relief for Senior Citizens and Disabled Persons

Attached please find draft revisions, from the Commissioner of the Revenue, to the County Code provisions relating to real property tax relief for senior citizens and disabled persons. Most significantly, the revisions would increase the annual income limit for full relief from \$20,000 to \$25,000, increase the annual income limit for 60% relief from \$25,000 to \$40,000, and increase further relief under the program from 10% to 20% and increase the annual income limit for that relief from \$50,000 to \$60,000. The Commissioner has indicated that she will have fiscal impact information available for presentation to the Committee in person at its meeting on July 19.

Attachment



ORDINANCE

_____, 2017

The Board of Supervisors of Frederick County, Virginia hereby ordains that Sections 155-16 (Definitions and word usage), 155-17 (Purpose), 155-18 (Qualifications for exemption), 155-19 (Application for exemption; investigation of affidavit), 155-20 (Calculation of amount of exemption), 155-20.1 (Deferral), 155-21 (Changes in status), and 155-22 (Filing false claims) of Article III (Senior Citizens and Disabled Persons Exemption and Deferral) of Chapter 155 (Taxation) of the Code of Frederick County, Virginia, be and the same hereby is, amended by enacting amended Sections 155-16 (Definitions and word usage), 155-17 (Purpose), 155-18 (Qualifications for exemption), 155-19 (Application for exemption; investigation of affidavit), 155-20 (Calculation of amount of exemption), 155-20.1 (Deferral), 155-21 (Changes in status), and 155-22 (Filing false claims) of Article III (Senior Citizens and Disabled Persons Exemption and Deferral) of Chapter 155 (Taxation) of the Code of Frederick County, Virginia, as follows and to take effect on January 1, 2018 (deletions are shown in **~~bold strikethrough~~** and additions are shown in **bold underline**):

CHAPTER 155, Taxation

ARTICLE III, Senior Citizens and Disabled Persons Exemption ~~and Deferral~~

§ 155-16. Definitions and word usage. [Amended xx-xx-2017]

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section, unless another meaning shall clearly appear from the context:

AFFIDAVIT **OR WRITTEN STATEMENT**

The real estate tax exemption affidavit **or written statement**.

DWELLING

The sole residence of the person claiming exemption; provided, however, that the fact that a person who is otherwise qualified for tax exemption by the provisions of this article is residing in a hospital, nursing home, convalescent home or other facility for physical or mental care for an extended period of time shall not be construed to mean that the real estate for which exemption is claimed ceases to be the sole dwelling of such person during such period of other residence, so long as the real estate in question is not used by or leased to others for consideration.

EXEMPTION

The percentage exemption, allowable under the provisions of this article, from the property tax imposed by the County ~~allowable under the provisions of this article~~.

PERMANENTLY AND TOTALLY DISABLED

As applied to a person claiming an exemption under this article, a person furnishing the certification or medical affidavits required by § 155-19 of this article and who is found by the Commissioner of the Revenue to be unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment or deformity which can be expected to result in death or can be expected to last for the duration of the person's life.

TAXABLE YEAR

The calendar year, from January 1 through December 31, for which such property tax exemption is claimed.

§ 155-17. Purpose.

It is hereby declared to be the purpose of this article to provide real estate tax exemptions ~~or deferrals~~ for qualified property owners who are not less than 65 years of age or permanently and totally disabled and who are otherwise eligible according to the terms of this article. Pursuant to the authority of § 58.1-3210 et seq. of the Code of Virginia, the County finds and declares that persons qualifying for exemption hereunder are bearing an extraordinary real estate tax burden in relation to their income and financial worth.

§ 155-18. Qualifications for exemption.

Exemptions pursuant to this article shall be granted to persons and for property complying with the following provisions:

A. The title to the property for which exemption is claimed is held or partially held ~~by the person or persons claiming such exemption, as of January 1 of the taxable year for which such exemption is claimed.~~ (i) by the eligible person alone or in conjunction with his spouse as tenant or tenants for life or joint lives, (ii) in a revocable inter vivos trust over which the eligible person or the eligible person and his spouse hold the power of revocation, or (iii) in an irrevocable trust under which an eligible person alone or in conjunction with his spouse possesses a life estate or an estate for joint lives or enjoys a continuing right of use or support. An interest held under a leasehold or term of years does not qualify for relief under the provisions of this article.

B. The dwelling for which the exemption is claimed is occupied as the sole dwelling of such claimant or claimants.

C. If the dwelling for which the exemption is claimed is a mobile home, the dwelling must be a structure subject to federal regulation, which is transportable in one or more sections; is eight body feet or more in width and 40 body feet or more in length in the traveling mode, or is 320 or more square feet when erected on site; is built on a permanent chassis; is designed to be

used as a single-family dwelling, with or without a permanent foundation, when connected to the required utilities; and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure.

D. The person claiming such exemption is 65 years of age or older or permanently and totally disabled as of December 31 of the year immediately preceding the taxable year for which the exemption is claimed.

E. Gross combined income.

(1) The gross combined income from all sources of such claimant owner or owners of such dwelling living therein, of their relatives living in such dwelling, and of each nonrelative who is not the bona fide tenant or bona fide paid caregiver of an owner living in the dwelling, for the immediately preceding calendar year does not exceed the sum of ~~\$50,000~~ **\$60,000** regardless of whether an income tax return was filed or was required to be filed, provided that the first ~~\$7,500~~ **\$8,000** of any income received by any claimant owner as permanent disability compensation shall not be included in such total, and provided that the first ~~\$8,500~~ **\$9,000** of income of each relative, other than the spouse of such claimant owner or owners, who is living in such dwelling, and of each nonrelative, who is living in such dwelling and who is not the bona fide tenant or bona fide paid caregiver of an owner living in the dwelling, shall not be included in such total.

(2) Such gross combined income of the claimant owner or owners shall not include life insurance proceeds, nor shall it include proceeds from borrowing or other debt.

F. The net combined financial worth of such claimant owner or owners, of their relatives living in such dwelling, and of each nonrelative who is not the bona fide tenant or bona fide paid caregiver of an owner living in the dwelling, as of December 31 of the year immediately preceding the taxable year for which the exemption is claimed, does not exceed \$150,000. "Net combined financial worth" shall include the value of all assets, including equitable interests, exclusive of the fair market value of the dwelling for which exemption is claimed and of the land not exceeding one acre upon which it is situated. Furniture, fixtures and appliances in such exempt residence shall also be excluded from the net worth calculation, provided that they are normal and reasonable to the use and maintenance of the property as the residence of the **qualifying claimant** owner or owners. Net worth is computed by subtracting liabilities from assets.

G. If an owner qualifies for an exemption, and if the owner can prove by clear and convincing evidence that his physical or mental health has deteriorated to the point that the only alternative to permanently residing in a hospital, nursing home, convalescent home or other facility for physical or mental care is to have a person move in and provide care for the owner, and if a person does then move in for that purpose, then none of the income of that person or of that person's spouse shall be counted towards the income limit, provided the owner of the residence has not transferred assets in excess of \$10,000 without adequate consideration within a three-year period prior to or after that person moves into such residence.

§ 155-19. Application for exemption; investigation of affidavit **or written statement**.

- A. Annually and not later than April 1 of each taxable year, every person claiming an exemption under this article shall file a real estate tax exemption affidavit **or written statement** with the Commissioner of the Revenue of the County. The date for filing such an affidavit **or written statement** by an applicant may be extended by the Commissioner of the Revenue to July 1 of a taxable year in a hardship case in which the Commissioner of the Revenue determines that the applicant was unable to file by April 1 of the particular taxable year because of illness of the applicant or confinement of the applicant in a nursing home, hospital or other medical facility or institution, provided that such real estate tax exemption affidavit **or written statement** is accompanied by a sworn affidavit of one medical doctor licensed to practice medicine in the commonwealth.
- B. The affidavit **or written statement** shall set forth the names of the ~~related persons occupying the real estate~~ **claimant owner or owners, of their relatives living in such dwelling, and of each nonrelative who is not the bona fide tenant or bona fide paid caregiver of an owner** living in the dwelling for which exemption is claimed and the total combined net worth and combined income of such persons as defined in this article. The form of such affidavit **or written statement** shall be determined by the Commissioner of the Revenue and shall contain such other information as may be required adequately to determine compliance with the provisions of § 155-18 of this article. The affidavit **or written statement** of any person less than 65 years of age who is claiming an exemption under this article shall be accompanied by a certification from the Social Security Administration, the Department of Veterans Affairs, or the Railroad Retirement Board, or, if such person is not eligible for certification by any of these agencies, a sworn affidavit from two medical doctors licensed to practice medicine in the commonwealth or are military officers on active duty who practice medicine with the United States Armed Forces, to the effect that the applicant is permanently and totally disabled as defined in § 155-16 of this article. The affidavit of at least one of the doctors shall be based upon a physical examination of the person by such doctor. The affidavit of one of the doctors may be based upon medical information contained in the records of the Civil Service Commission which is relevant to the standards for determining permanent and total disability. In addition, the Commissioner of the Revenue may make such further inquiry of persons seeking to claim exemption requiring answers under oath and the production of certified tax returns, as may be deemed reasonably necessary, to determine eligibility for an exemption.
- C. The Commissioner of the Revenue, after audit and investigation of such affidavits **or written statements**, shall certify a list of the persons and property qualifying for exemption and the amount thereof to the County Treasurer, who shall forthwith deduct the amounts of such exemption from the real estate tax chargeable for the taxable year to such persons and property.

§ 155-20. Calculation of amount of exemption.

The amount of the exemption granted pursuant to this article shall be a percentage of the real estate tax assessed for the applicable taxable year in accordance with the following scale:

<i>Total Combined Income</i>	<i>Percentage of Exemption</i>
\$0 to \$20,000 <u>\$25,000</u>	100%
\$20,001 to \$25,000	60%
\$25,001 to \$30,000 <u>\$40,000</u>	35% <u>60%</u>
\$30,001 \$40,001 to \$50,000 <u>\$60,000</u>	10% <u>20%</u>

~~§ 155-20.1. Deferral.~~

~~Any person who would otherwise be eligible for an exemption under this article but who, on account of his or her total combined income being in excess of \$20,000 but not greater than \$50,000, is only eligible for a partial exemption may request deferral of the remainder of the real estate tax due. In the event of a deferral of real estate taxes hereunder, the accumulated amount of taxes deferred shall be paid to the County by the vendor of the dwelling upon the sale of the dwelling, or from the estate of the decedent within one year after the death of the last owner thereof who qualifies for tax deferral by the provisions of this section. Such deferred real estate taxes shall be paid without penalty but shall accrue interest at the rate of 8% per annum on any amount so deferred, and such taxes and interest shall constitute a lien upon the said real estate as if it had been assessed without regard to the deferral permitted by this article. Any such lien shall, to the extent that it exceeds in the aggregate 10% of the price for which such real estate may be sold, be inferior to all other liens of record.~~

§ 155-21. Changes in status.

Changes in respect to income, financial worth, ownership of property or other factors occurring during the taxable year for which the affidavit or written statement is filed and having the effect of violating or exceeding the limitations and conditions of § 155-18 of this article shall nullify any exemption ~~or deferral~~ for the then current taxable year and for the taxable year immediately following, provided that a change in income shall only operate to decrease the percentage of exemption ~~or deferral~~ previously determined by the Commissioner of the Revenue pursuant to § 155-20 of this article to the extent that the income amount exceeds the relevant range for a percentage of exemption ~~or deferral~~ set out in §§ 155-20 and 155-20.1 of this article.

§ 155-22. Filing false claims.

It shall be unlawful for any person to falsely claim an exemption ~~or deferral~~ under this article.



Frederick County, Virginia

OFFICE OF

COMMISSIONER OF THE REVENUE

107 North Kent Street
Winchester VA 22601

P.O. Box 552
Winchester VA 22604-0552

emurphy@fcva.us

www.fcva.us/cor



ELLEN E. MURPHY
COMMISSIONER

Phone: 540-665-5681
Fax: 540-667-6487

MEMORANDUM

TO: Finance Committee

FROM: Ellen Murphy, Commissioner of the Revenue

DATE: July 19, 2017

RE: Frederick County Code – Article III: Senior Citizens and Disabled Persons Exemption and Deferral

The following charts show the current and proposed changes and resulting financial impact estimate of the County's Senior Citizens and Disabled Persons tax relief program.

<i>CURRENT</i>		
<i>Total Combined Income</i>	<i>Percentage of Exemption</i>	<i>Current Financial Impact</i>
\$0 to \$20,000	100%	\$218,863.80
\$20,001 to \$25,000	60%	\$57,015.20
\$25,001 to \$30,000	35%	\$29,552.70
\$30,001 to \$50,000	10%	\$14,840.70
TOTAL		\$320,272.40

<i>PROPOSED</i>		
<i>Total Combined Income</i>	<i>Percentage of Exemption</i>	<i>Estimated Financial Impact</i>
\$0 to \$30,000	100%	\$398,324.44
\$30,001 to \$40,000	35%	\$65,000.00
\$40,001 to \$50,000	10%	\$8,000.00
ESTIMATED TOTAL		\$471,324.44
<i>(Increase of over \$150,000.00 per year)</i>		

Calculation of the impact of this relief is very labor intensive. Tax relief currently only applies to principal residences plus a garage or other necessary building and one acre. Therefore, properties over one acre are both taxed and given relief. Also factored into the tax amount is if the property is owned by anyone other than the spouse(s) thus creating a calculation that has to be a percentage of spouse(s) versus all other who are taxed as owners at 100% of the tax due. Because of this complicated calculation method, each property must be hand entered into the system to generate the tax bill. This does not allow us the option to recalculate the various percentages without staff looking at every single account.

Currently, the deferral program allowed by our Code is not being used. This deferral program allows qualifying persons getting less than 100% relief to postpone or defer payment of the tax amount as a debt against their property to be paid when the property is sold. Taxpayers qualifying for this relief have concerns that their home is their major asset so therefore they are hesitant to entail it. While the deferral program is unused, it remains an alternative for those not qualifying for 100% relief. If the Finance Committee should decide to go that route, I would still recommend that our initial bracket of relief at 100% be increased to \$30,000 total combined income.

Consideration was given to using more brackets or changing the higher income brackets, but with the use of a deferral, such relief should not be required. Also many of the homes in the higher brackets have larger assessed values and offer the homeowner other options.

Mr. Orndoff and I have discussed this proposal and he is agreeable to handling the deferral program if it becomes active. The Treasurer would have to be the one to facilitate and record such deferral so that proper collection could be made once the identified property is sold.

This proposal is being brought forward because taxpayers in financial distress are increasing, particularly in the lower income and asset brackets with costs rising on medicines, utilities, nursing care and general living expenses.

Your discussion and consideration are greatly appreciated.

JUNE 2017 BUDGET TRANSFERS

DATE	DEPARTMENT/GENERAL FUND	REASON FOR TRANSFER	FROM	TO	ACCT	CODE	AMOUNT
6/1/2017	COMMISSIONER OF THE REVENUE	COR PROMOTIONS	1209	1001	000	064	281.32
	COMMISSIONER OF THE REVENUE		1209	1001	000	069	330.40
	COMMISSIONER OF THE REVENUE		1209	1001	000	002	309.28
	COMMISSIONER OF THE REVENUE		1209	1001	000	003	220.38
	COMMISSIONER OF THE REVENUE		1209	1001	000	058	193.14
	REASSESSMENT/BOARD OF ASSESSORS		1210	1003	000	000	(1,334.52)
6/8/2017	RECREATION CENTERS AND PLAYGROUNDS	PARKS RETURN VAN PURCHASE	7104	8005	000	000	(6,728.00)
	TRANSFERS/CONTINGENCY		9301	5890	000	000	6,728.00
6/9/2017	COUNTY ATTORNEY	CIRCUIT COURT LAND RECORD	1202	5401	000	000	(21.00)
	COUNTY ATTORNEY		1202	5413	000	000	21.00
6/9/2017	COUNTY ATTORNEY	COURT ORDERED SALE AD REIMBURSABLE FROM PROCEEDS	1202	3002	000	000	(1,035.00)
	COUNTY ATTORNEY		1202	3007	000	000	1,035.00
6/12/2017	CLERK OF THE CIRCUIT COURT	SHORTAGE IN OFFICE SUPPLIES	2106	3006	000	000	(2,500.00)
	CLERK OF THE CIRCUIT COURT		2106	5401	000	000	2,500.00
6/12/2017	FIRE AND RESCUE	TO COVER END OF YEAR	3505	4003	000	002	(5,000.00)
	FIRE AND RESCUE		3505	5605	000	002	5,000.00
6/12/2017	JUVENILE COURT PROBATION	TO COVER SYSTEMS OF CARE TRAINING	3303	3002	000	004	(10,000.00)
	JUVENILE COURT PROBATION		3303	5506	000	000	10,000.00
6/12/2017	JUVENILE COURT PROBATION	TO PURCHASE DRUG SCREENING KITS	3303	3002	000	004	(3,125.00)
	JUVENILE COURT PROBATION		3303	5401	000	001	3,125.00
6/12/2017	SHERANDO PARK	TO PURCHASE UTILITY CART FOR SHERANDO	7110	3004	000	001	(5,101.19)
	SHERANDO PARK		7110	8001	000	000	5,101.19
	SHERANDO PARK		7110	3004	000	003	(8,745.50)
	SHERANDO PARK		7110	8001	000	000	8,745.50
	SHERANDO PARK		7110	5410	000	000	(1,944.61)
	SHERANDO PARK		7110	8001	000	000	1,944.61
	SHERANDO PARK		7110	9001	000	000	(5,735.90)
	SHERANDO PARK		7110	8001	000	000	5,735.90
6/13/2017	FIRE AND RESCUE	TO COVER YEAR END	3505	5409	000	000	(2,500.00)
	FIRE AND RESCUE		3505	5411	000	000	2,500.00
6/15/2017	GENERAL ENGINEERING/ADMINISTRATION	ADDITIONAL OFFICE SUPPLIES	4201	5506	000	000	(707.00)
	GENERAL ENGINEERING/ADMINISTRATION		4201	5401	000	000	707.00
6/15/2017	INFORMATION TECHNOLOGY	BALANCE LINE ITEM	1220	3004	000	002	(1,000.00)
	INFORMATION TECHNOLOGY		1220	3002	000	000	1,000.00
	INFORMATION TECHNOLOGY		1220	5299	000	000	(2,900.00)
	INFORMATION TECHNOLOGY		1220	3002	000	000	2,900.00
	INFORMATION TECHNOLOGY		1220	9001	000	000	(242.46)
	INFORMATION TECHNOLOGY		1220	3002	000	000	242.46
	INFORMATION TECHNOLOGY		1220	5801	000	002	(116.91)
	INFORMATION TECHNOLOGY		1220	3002	000	000	116.91
	INFORMATION TECHNOLOGY		1220	5801	000	002	(64.09)
	INFORMATION TECHNOLOGY		1220	4003	000	002	64.09
	INFORMATION TECHNOLOGY		1220	3006	000	000	(480.00)
	INFORMATION TECHNOLOGY		1220	5204	000	000	480.00
	INFORMATION TECHNOLOGY		1220	5411	000	001	(250.00)
	INFORMATION TECHNOLOGY		1220	3002	000	001	250.00
	INFORMATION TECHNOLOGY		1220	5411	000	001	(250.00)
	MANAGEMENT INFORMATION SYSTEMS		1222	3004	000	001	(3,000.00)
	MANAGEMENT INFORMATION SYSTEMS		1222	5401	000	000	3,000.00
	MANAGEMENT INFORMATION SYSTEMS		1222	3005	000	000	250.00
	MANAGEMENT INFORMATION SYSTEMS		1222	5204	000	000	(2,930.00)
	MANAGEMENT INFORMATION SYSTEMS		1222	3005	000	000	2,930.00
	MANAGEMENT INFORMATION SYSTEMS		1222	5506	000	000	(502.68)
	MANAGEMENT INFORMATION SYSTEMS		1222	3005	000	000	502.68
	MANAGEMENT INFORMATION SYSTEMS		1222	5413	000	002	(910.00)
	MANAGEMENT INFORMATION SYSTEMS		1222	3005	000	000	910.00
6/15/2017	PUBLIC SAFETY COMMUNICATIONS	FUNDS NEEDED TO PAY PHONE	3506	9001	000	000	(5,000.00)
	PUBLIC SAFETY COMMUNICATIONS		3506	5204	000	000	5,000.00
6/15/2017	PUBLIC SAFETY COMMUNICAITONS	PAY WATER BILL FOR 2017	3506	5401	000	000	(65.00)
	PUBLIC SAFETY COMMUNICAITONS		3506	3010	000	000	65.00
6/16/2017	SHERIFF	OVERTIME	3102	1001	000	022	(3,000.00)
	SHERIFF		3102	1005	000	000	3,000.00
	SHERIFF		3102	1001	000	004	(9,623.55)
	SHERIFF		3102	1005	000	000	9,623.55
	SHERIFF		3102	1001	000	015	(11,000.00)
	SHERIFF		3102	1005	000	000	11,000.00
	SHERIFF		3102	1001	000	049	(8,000.00)
	SHERIFF		3102	1005	000	000	8,000.00
	SHERIFF		3102	1002	000	057	(7,000.00)
	SHERIFF		3102	1005	000	000	7,000.00
6/19/2017	ANIMAL SHELTER	EXPENSES THROUGH YEAR END	4305	3002	000	000	(1,000.00)
	ANIMAL SHELTER		4305	3001	000	000	1,000.00
6/19/2017	COUNTY OFFICE BUILDINGS/COURTHOUSE	ADDITIONAL CAMERAS	4304	8007	000	005	(2,056.50)
	COUNTY OFFICE BUILDINGS/COURTHOUSE		4304	5413	000	005	2,056.50
6/19/2017	SHERIFF	COVER 6/30 PAY	3102	1001	000	071	(638.00)
	SHERIFF		3102	1001	000	055	638.00
	SHERIFF		3102	1001	000	061	(1,256.35)
	SHERIFF		3102	1002	000	072	1,256.35

JUNE 2017 BUDGET TRANSFERS
DEPARTMENT/GENERAL FUND

DATE	DEPARTMENT/GENERAL FUND	REASON FOR TRANSFER	FROM	TO	ACCT	CODE	AMOUNT
6/19/2017	SHERIFF	COVER 6/30 PAYOUT	3102	1002	000	037	(2,978.23)
	SHERIFF		3102	1002	000	030	2,978.23
	SHERIFF		3102	1001	000	072	(1,037.31)
	SHERIFF		3102	1002	000	061	1,037.31
6/19/2017	SHERIFF	DEFICIT AND 6/30 PAY	3102	1002	000	026	(5,200.00)
	SHERIFF		3102	1001	000	066	5,200.00
	SHERIFF		3102	1001	000	057	(2,277.91)
	SHERIFF		3102	1002	000	034	2,277.91
	SHERIFF		3102	1002	000	011	(2,277.91)
	SHERIFF		3102	1002	000	034	2,277.91
	SHERIFF		3102	1002	000	051	(2,206.43)
	SHERIFF		3102	1002	000	083	2,206.43
6/19/2017	FIRE AND RESCUE	FIRE EXTINGUISHER TRAINING KIT	3505	5506	000	000	(10,000.00)
	FIRE AND RESCUE		3505	8009	000	000	10,000.00
6/19/2017	MAINTENANCE ADMINISTRATION	OFFICE CHAIR	4301	5401	000	000	(7.81)
	MAINTENANCE ADMINISTRATION		4301	5401	000	005	7.81
6/19/2017	AGRICULTURE	PROGRAM CURRICULUM	8301	5801	000	000	(53.00)
	AGRICULTURE		8301	5411	000	000	53.00
6/19/2017	OTHER	STORM TREE REMOVAL	1224	3002	000	000	(3,000.00)
	FIRE AND RESCUE		3505	3010	000	000	3,000.00
6/19/2017	AGRICULTURE	TRAVEL	8301	5801	000	000	(377.00)
	AGRICULTURE		8301	5506	000	000	377.00
6/19/2017	COUNTY OFFICE BUILDINGS/COURTHOUSE	VACUUM PARTS	4304	5407	000	005	(105.25)
	COUNTY OFFICE BUILDINGS/COURTHOUSE		4304	5107	000	000	105.25
6/20/2017	COMMISSIONER OF THE REVENUE	ADDITIONAL PAPER AND INK CARTRIDGES	1209	4003	000	001	(200.00)
	COMMISSIONER OF THE REVENUE		1209	5401	000	000	200.00
	COMMISSIONER OF THE REVENUE		1209	3006	000	000	(430.00)
	COMMISSIONER OF THE REVENUE		1209	5401	000	000	430.00
	COMMISSIONER OF THE REVENUE		1209	3007	000	000	(549.55)
	COMMISSIONER OF THE REVENUE		1209	5401	000	000	549.55
6/20/2017	COMMISSIONER OF THE REVENUE	CONFERENCE REGISTRATION	1209	3005	000	000	(600.00)
	COMMISSIONER OF THE REVENUE		1209	5506	000	000	600.00
6/20/2017	REASSESSMENT/BOARD OF ASSESSORS	CONTINUING EDUCATION SEMINARS	1210	3007	000	000	(178.95)
	REASSESSMENT/BOARD OF ASSESSORS		1210	5506	000	000	178.95
	REASSESSMENT/BOARD OF ASSESSORS		1210	3010	000	000	(139.12)
	REASSESSMENT/BOARD OF ASSESSORS		1210	5506	000	000	139.12
	REASSESSMENT/BOARD OF ASSESSORS		1210	4003	000	002	(100.00)
	REASSESSMENT/BOARD OF ASSESSORS		1210	5506	000	000	100.00
6/20/2017	COMMISSIONER OF THE REVENUE	CONTINUING EDUCATION SEMINARS	1209	4003	000	002	(100.00)
	COMMISSIONER OF THE REVENUE		1209	5506	000	000	100.00
6/20/2017	PARKS AND RECREATION ADMINISTRATION	TO PURCHASE SOCCER GOALS	7101	5506	000	000	(5,798.27)
	SHERANDO PARK		7110	8001	000	000	5,798.27
6/20/2017	COMMISSIONER OF THE REVENUE	VEHICLE INSPECTIONS AND REPAIR	1209	3004	000	001	(565.00)
	REASSESSMENT/BOARD OF ASSESSORS		1210	3004	000	002	565.00
6/21/2017	MAINTENANCE ADMINISTRATION	INSUFFICIENT FUNDS FOR OFFICE SUPPLIES PSB	4301	5401	000	000	(18.58)
	MAINTENANCE ADMINISTRATION		4301	5401	000	005	18.58
6/21/2017	FIRE AND RESCUE	TO COVER BULLEX & IFLOW	3505	5506	000	000	(5,000.00)
	FIRE AND RESCUE		3505	8009	000	000	5,000.00
6/21/2017	COUNTY ATTORNEY	TO COVER OUTSIDE COUNSEL EXPENSE FOR TOWER MATTER	1202	5401	000	000	(500.00)
	COUNTY ATTORNEY		1202	3002	000	000	500.00
6/21/2017	COUNTY ATTORNEY	TO COVER OUTSIDE COUNSEL FOR SHENTEL	1202	3002	000	000	3,500.00
	OTHER		1224	3002	000	000	(3,500.00)
6/21/2017	FIRE AND RESCUE	TO COVER PURCHASE OF BULLEX & IFLOW	3505	3007	000	000	(7,500.00)
	FIRE AND RESCUE		3505	8009	000	000	7,500.00
6/21/2017	FIRE AND RESCUE	TO REPLACE PSB PPE DRYER	3505	3004	000	001	(7,000.00)
	FIRE AND RESCUE		3505	8009	000	000	7,000.00
	FIRE AND RESCUE		3505	3004	000	002	(2,500.00)
	FIRE AND RESCUE		3505	8009	000	000	2,500.00
6/21/2017	COUNTY ATTORNEY	TRANSFER TO REFLECT REIMBURSEMENT RECEIVED	1202	3007	000	000	(1,035.00)
	COUNTY ATTORNEY		1202	3002	000	000	1,035.00
6/22/2017	HUMAN RESOURCES	ACA REPORTING SOVOS	1203	3002	000	000	(7,054.99)
	HUMAN RESOURCES		1203	3010	000	000	7,054.99
6/22/2017	REFUSE COLLECTION	END-OF-YEAR PRINTING	4203	3004	000	001	(300.00)
	REFUSE COLLECTION		4203	3006	000	000	300.00
6/22/2017	BOARD OF SUPERVISORS	TO COVER DEFICIT IN ADVERTISING	1101	5801	000	000	(1,300.00)
	BOARD OF SUPERVISORS		1101	3007	000	000	1,300.00
6/22/2017	BOARD OF SUPERVISORS	TO COVER DEFICIT IN OTHER OPERATING	1101	5506	000	000	(500.00)
	BOARD OF SUPERVISORS		1101	5413	000	000	500.00
6/22/2017	BOARD OF SUPERVISORS	TO COVER DEFICIT IN COPY CHARGES	1101	3004	000	001	(500.00)
	BOARD OF SUPERVISORS		1101	4003	000	001	500.00

DATE	DEPARTMENT/GENERAL FUND	REASON FOR TRANSFER	FROM	TO	ACCT	CODE	AMOUNT
6/22/2017	OTHER	TO COVER DEFICIT IN OTHER CONTRACTUAL-PARKING	1224	3002	000	000	(5,500.00)
	OTHER		1224	3010	000	000	5,500.00
6/22/2017	PARKS AND RECREATION ADMINISTRATION	TO PURCHASE POOL PUMP	7101	5506	000	000	(4,500.00)
	PARKS AND RECREATION ADMINISTRATION		7101	5801	000	000	(1,115.00)
	PARKS AND RECREATION ADMINISTRATION		7101	5401	000	000	(1,000.00)
	RECREATION CENTERS AND PLAYGROUNDS		7104	3010	000	000	(270.00)
	SHERANDO PARK		7110	8001	000	000	4,500.00
	SHERANDO PARK		7110	8001	000	000	1,115.00
	SHERANDO PARK		7110	8001	000	000	1,000.00
	SHERANDO PARK		7110	8001	000	000	270.00
6/22/2017	COUNTY OFFICE BUILDINGS	CORRECT LINE ITEM FOR HEAT PUMP CAB	4304	5101	000	007	(10,233.00)
	COUNTY OFFICE BUILDINGS		4304	5102	000	007	10,233.00
6/22/2017	HUMAN RESOURCES	TRAVEL FOR RECRUITING AND BAI MEETING	1203	3007	000	000	(180.00)
	HUMAN RESOURCES		1203	5506	000	000	180.00
6/22/2017	HUMAN RESOURCES	VA BUSINESS SYSTEM LEASE	1203	3002	000	000	(25.00)
	HUMAN RESOURCES		1203	3001	000	000	25.00
6/23/2017	TREASURER	COVER DMV FEES	1213	3002	000	000	(15,000.00)
	TREASURER		1213	3002	000	002	15,000.00
6/23/2017	TREASURER	PURCHASE COPIER	1213	5401	000	000	(5,195.00)
	TREASURER		1213	8007	000	000	5,195.00
6/23/2017	PARKS AND RECREATION ADMINISTRATION	TO COVER COST OF CREDIT CARD FEES	7101	5204	000	000	(1,001.06)
	PARKS AND RECREATION ADMINISTRATION		7101	5413	000	000	1,001.06
6/26/2017	GENERAL ENGINEERING/ADMINISTRATION	COVER COST OF TRAVEL EXPENSES	4201	3004	000	001	(120.00)
	GENERAL ENGINEERING/ADMINISTRATION		4201	5506	000	000	120.00
6/26/2017	COUNTY ADMINISTRATOR	PAYOUT TRANSFERS	1201	1001	000	001	721.14
	COUNTY ADMINISTRATOR		1201	5506	000	000	(721.14)
	FIRE AND RESCUE		3505	1003	000	003	(147.18)
	FIRE AND RESCUE		3505	1001	000	040	147.18
6/26/2017	SHERIFF	TO REPLACE THE EXPIRED HELMETS	3102	5409	000	000	(6,952.00)
	SHERIFF		3102	5410	000	001	6,952.00
6/27/2017	HUMAN RESOURCES	CUSTOMER SERVICE CLASSES	1203	5413	000	000	(1,791.24)
	HUMAN RESOURCES		1203	5506	000	000	1,791.24
6/27/2017	HUMAN RESOURCES	CUSTOMER SERVICE TRAINING	1203	3002	000	000	(179.01)
	HUMAN RESOURCES		1203	5506	000	000	179.01
	HUMAN RESOURCES		1203	5506	000	000	5,239.29
	TRANSFERS/CONTINGENCY		9301	5890	000	000	(5,239.29)
6/27/2017	HUMAN RESOURCES	OFFICE AND CONFERENCE ROOM SUPPLIES	1203	3007	000	000	(1,288.06)
	HUMAN RESOURCES		1203	5401	000	000	1,288.06
6/27/2017	HUMAN RESOURCES	SERVICE AWARDS	1203	3002	000	000	(113.00)
	HUMAN RESOURCES		1203	5415	000	000	113.00
6/27/2017	RECREATION CENTERS AND PLAYGROUNDS	TO COVER CLEARBROOK PARK EXTRA HELP	7104	1003	000	000	(15,345.80)
	RECREATION CENTERS AND PLAYGROUNDS		7104	1003	000	000	(3,750.25)
	CLEARBROOK PARK		7109	1003	000	000	15,345.80
	CLEARBROOK PARK		7109	1003	000	002	3,750.25
6/27/2017	PARKS MAINTENANCE	TO COVER COST OF ELECTRIC	7103	5101	000	000	2.16
	CLEARBROOK PARK		7109	5101	000	000	(2.16)
6/27/2017	PARKS AND RECREATION ADMINISTRATION	TO COVER PURCHASE OF RECREATION SOFTWARE	7101	8007	000	000	30,000.00
	RECREATION CENTERS AND PLAYGROUNDS		7104	3010	000	000	(30,000.00)
6/27/2017	RECREATION CENTERS AND PLAYGROUNDS	TO COVER RECREATION OVERTIME	7104	1003	000	000	(5,995.85)
	RECREATION CENTERS AND PLAYGROUNDS		7104	1005	000	000	5,995.85
6/27/2017	RECREATION CENTERS AND PLAYGROUNDS	TO COVER SHERANDO PARK EXTRA HELP OVERTIME	7104	1003	000	000	(5,436.09)
	SHERANDO PARK		7110	1003	000	000	5,436.09
6/27/2017	RECREATION CENTERS AND PLAYGROUNDS	TO INSTALL FIRE HYDRANT AT SHERANDO PARK	7104	5410	000	000	(20,000.00)
	SHERANDO PARK		7110	3010	000	000	20,000.00
6/27/2017	CLEARBROOK PARK	TO PURCHASE TWO TORO CARTS FOR CLEARBROOK PARK	7109	3004	000	002	(8,000.00)
	CLEARBROOK PARK		7109	8001	000	000	8,000.00
	CLEARBROOK PARK		7109	5103	000	000	(6,218.59)
	CLEARBROOK PARK		7109	8001	000	000	6,218.59
6/27/2017	RECREATION CENTERS AND PLAYGROUNDS	TO PURCHASE Z-TURN MOWER FOR CLEARBROOK PARK	7104	3010	000	000	(7,000.00)
	RECREATION CENTERS AND PLAYGROUNDS		7104	5410	000	000	(5,987.80)
	CLEARBROOK PARK		7109	8001	000	000	7,000.00
	CLEARBROOK PARK		7109	8001	000	000	5,987.80
6/27/2017	ELECTORAL BOARD AND OFFICIALS	TRANSFER TO GR TRAVEL EXPENSES TO BALANCE LINE ITEM	1301	5506	000	000	(400.00)
	REGISTRAR		1302	5506	000	000	400.00
6/30/2017	INFORMATION TECHNOLOGY	BALANCE LINE ITEM	1220	5801	000	000	(62.00)
	INFORMATION TECHNOLOGY		1220	5506	000	000	62.00
	INFORMATION TECHNOLOGY		1220	5506	000	003	(4.02)
	INFORMATION TECHNOLOGY		1220	5506	000	000	4.02
	INFORMATION TECHNOLOGY		1220	5413	000	003	(11.41)
	INFORMATION TECHNOLOGY		1220	5506	000	000	11.41
	INFORMATION TECHNOLOGY		1220	5411	000	002	(170.00)
	INFORMATION TECHNOLOGY		1220	5411	000	001	170.00
6/30/2017	INFORMATION TECHNOLOGY	PROFESSIONAL LATENCY SERVICES	1220	3002	000	000	(45.66)
	INFORMATION TECHNOLOGY		1220	3002	000	000	11,315.17
	INFORMATION TECHNOLOGY		1220	3002	000	000	159.49
	INFORMATION TECHNOLOGY		1220	3002	000	000	200.00
	INFORMATION TECHNOLOGY		1220	3002	000	000	54.81
	INFORMATION TECHNOLOGY		1220	3002	000	000	156.65
	MANAGEMENT INFORMATION SYSTEMS		1222	3002	000	000	(45.66)

JUNE 2017 BUDGET TRANSFERS

DATE	DEPARTMENT/GENERAL FUND	REASON FOR TRANSFER	FROM	TO	ACCT	CODE	AMOUNT
6/30/2017	MANAGEMENT INFORMATION SYSTEMS		1222	3005	000	000	(11,315.17)
	MANAGEMENT INFORMATION SYSTEMS	PROFESSIONAL LATENCY SERVICES	1222	5204	000	000	(159.49)
	MANAGEMENT INFORMATION SYSTEMS		1222	5411	000	000	(200.00)
	MANAGEMENT INFORMATION SYSTEMS		1222	5413	000	000	(54.81)
	MANAGEMENT INFORMATION SYSTEMS		1222	5299	000	000	(156.65)
6/30/2017	RECREATION CENTERS AND PLAYGROUNDS	TO PAY FOR MOBILE APP DESIGN AND SETUP	7104	3006	000	000	(2,262.50)
	RECREATION CENTERS AND PLAYGROUNDS		7104	3007	000	000	2,262.50
7/5/2017	SHERIFF	TO COVER EXPENSES FOR JUNE	3102	5409	000	000	(16,000.00)
	SHERIFF		3102	3004	000	002	16,000.00
	SHERIFF		3102	5506	000	001	(160.20)
	SHERIFF		3102	5409	000	001	160.20
	SHERIFF		3102	5506	000	001	(2,000.00)
	SHERIFF		3102	5410	000	000	2,000.00
	SHERIFF		3102	5506	000	001	(2,000.00)
	SHERIFF		3102	5506	000	000	2,000.00
	SHERIFF		3102	5408	000	000	(3,500.00)
	SHERIFF		3102	5204	000	000	3,500.00
	SHERIFF		3102	5408	000	000	(6,000.00)
	SHERIFF		3102	4003	000	002	6,000.00
	SHERIFF		3102	5408	000	000	(1,399.04)
	SHERIFF		3102	5410	000	001	1,399.04
7/7/2017	PARKS AND RECREATION ADMINISTRATION	TO COVER COST OF BACKGROUND CHECKS	71010	5204	000	002	(104.00)
	PARKS AND RECREATION ADMINISTRATION		71010	5415	000	000	104.00
7/7/2017	OTHER	TO COVER DEFICIT IN PROFESSIONAL SERVICES-LOBBYING	1224	3002	000	000	(4,100.00)
	OTHER		1224	3002	000	003	4,100.00
7/10/2017	PARKS AND RECREATION ADMINISTRATION	COVER ENGINEERING COST FOR MAINT. SHED ADDITION	7101	3002	000	000	(1,232.25)
	PARKS MAINTENANCE		7103	3002	000	000	1,232.25
7/10/2017	AGRICULTURE	FUNDS NEEDED FOR POSTAGE	8301	5506	000	000	(286.63)
	AGRICULTURE		8301	5204	000	000	286.63
7/10/2017	AGRICULTURE	FUNDS NEEDED FOR PROGRAM SUPPLIES	8301	5411	000	000	(53.00)
	AGRICULTURE		8301	5401	000	000	53.00
	AGRICULTURE		8301	5506	000	000	(32.20)
	AGRICULTURE		8301	5401	000	000	32.20
7/10/2017	RECREATION CENTERS AND PLAYGROUNDS	TO COVER ADVERTISING COST	7104	3006	000	000	(2,225.47)
	RECREATION CENTERS AND PLAYGROUNDS		7104	3007	000	000	2,225.47
7/10/2017	PARKS AND RECREATION ADMINISTRATION	TO COVER COST OF COPIER CHARGES	7101	5204	000	001	(296.68)
	PARKS AND RECREATION ADMINISTRATION		7101	9001	000	000	296.68
7/10/2017	SHERANDO PARK	TO COVER COST OF EQUIPMENT	7110	5102	000	000	(1,016.74)
	SHERANDO PARK		7110	5408	000	000	1,016.74
7/10/2017	SHERANDO PARK	TO COVER COST OF FIRE EXTINGUISHER SERVICE	7110	5101	000	000	(337.00)
	SHERANDO PARK		7110	3010	000	000	337.00
7/10/2017	SHERANOD PARK	TO COVER COST OF GRAVEL FOR PARKING LOT	7110	5102	000	000	(20.77)
	SHERANOD PARK		7110	5413	000	001	20.77
7/10/2017	SHERANDO PARK	TO COVER COST OF JANITORIAL SUPPLIES	7110	5102	000	000	(300.74)
	SHERANDO PARK		7110	5405	000	000	300.74
7/10/2017	SHERANDO PARK	TO COVER COST OF POOL AND BALLFIELD SUPPLIES	7110	5101	000	000	(4,714.83)
	SHERANDO PARK		7110	5413	000	000	4,714.83
7/10/2017	CLEARBROOK PARK	TO COVER COST OF RENTAL EQUIPMENT	7109	3004	000	003	(1,060.26)
	CLEARBROOK PARK		7109	9001	000	000	1,060.26
	SHERANDO PARK		7110	5407	000	000	(1,261.15)
	SHERANDO PARK		7110	9001	000	000	1,261.15
7/10/2017	BOARD OF SUPERVISORS	TO COVER DEFICIT IN BOOKS AND SUBSCRIPTIONS	1101	5506	000	000	(113.00)
	BOARD OF SUPERVISORS		1101	5411	000	000	113.00

G



APPLICATION FOR OUTDOOR FESTIVAL PERMIT COUNTY OF FREDERICK, VIRGINIA

(Please Print Clearly)

APPLICANT INFORMATION

Name of Applicant: GROVE'S WINCHESTER HARLEY-DAVIDSON

Telephone Number(s): (540) 662 - 4468 home office cell _____ home office cell

Address: 140 INDEPENDENCE DRIVE, WINCHESTER, VA 22602

Contact Email: BARBARA@WINCHESTERHARLEY.COM

FESTIVAL EVENT ORGANIZATIONAL INFORMATION

Festival Event	Name of Festival: <u>GROVE'S SUMMER PARTY</u>
-----------------------	---

Cost of Admission to Festival: <u>FREE</u>	Business License Obtained: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	--

Date(s)	Start Time	End Time	Maximum No. of Tickets Offered For Sale Per Day	Estimated No. of Attendees Per Day
AUGUST 12, 2017	11:00 AM	3:00 PM	N/A	500

Location	Address: <u>140 INDEPENDENCE DRIVE, WINCHESTER, VA 22602</u>
-----------------	--

Owner of Property	Name(s): <u>BARBARA GROVE - JOBALIE, LLC</u>
	Address: <u>190 BALLYGAR DRIVE, WINCHESTER, VA 22602</u>
	<small>(*NOTE: Applicant may be required to provide a statement (or other documentation indicating consent by the owner(s) for use of the property and related parking for the festival.)</small>

Promoter	Name(s): <u>GROVE'S WINCHESTER HARLEY-DAVIDSON</u>
	Address: <u>140 INDEPENDENCE DRIVE, WINCHESTER, VA 22602</u>
	<small>(*NOTE: For festivals other than not-for-profit, promoter may need to check with the Frederick County Commissioner of Revenue to determine compliance with County business license requirements; in addition, promoters who have repeat or ongoing business in Virginia may be required to register with the VA State Corporation Commission for legal authority to conduct business in Virginia.)</small>

Financial Backer	Name(s): <u>BARBARA GROVE</u>
	Address: <u>190 BALLYGAR DRIVE, WINCHESTER, VA 22602</u>

Performer	Name of Person(s) or Group(s): <u>TOM WATT - THE BUFFETTMAN & THE FRUITCAKES</u>

	<small>(*NOTE: Applicant may need to update information as performers are booked for festival event.)</small>

FESTIVAL EVENT LOGISTICS INFORMATION AND DOCUMENTATION

1. Attach a copy of the printed ticket or badge of admission to the festival, containing the date(s) and time(s) of such festival (may be marked as "sample"). copy attached OR copy to be provided as soon as available

2. Provide a plan for adequate sanitation facilities as well as garbage, trash, and sewage disposal for persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the VA Department of Health (Lord Fairfax Health District).

WE HAVE SUFFICIENT BATHROOM AND GARBAGE DISPOSAL ON SITE AT THE DEALERSHIP.

3. Provide a plan for providing food, water, and lodging for the persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the VA Department of Health (Lord Fairfax Health District).

WE HAVE LOCAL FOOD VENDOR AND SUBMITTED FORMS FOR HEALTH PERMITS. NO LODGING IS REQUIRED.

4. Provide a plan for adequate medical facilities for persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the County Fire Chief or Fire Marshal and the local fire and rescue company.

MILLWOOD STATION VOLUNTEER FIRE AND RESCUE WILL BE NOTIFIED ABOUT THE EVENT.

5. Provide a plan for adequate fire protection. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the County Fire Chief or Fire Marshal and the local fire and rescue company.

MILLWOOD STATION VOLUNTEER FIRE AND RESCUE WILL BE NOTIFIED ABOUT THE EVENT.

6. Provide a plan for adequate parking facilities and traffic control in and around the festival area. (A diagram may be submitted.)

WE HAVE SUFFICIENT PARKING AVAILABLE FOR THE EVENT.

7. State whether any outdoor lights or lighting will be utilized: YES NO

If yes, provide a plan or submit a diagram showing the location of such lights and the proximity relative to the property boundaries and neighboring properties. In addition, show the location of shielding devices or other equipment to be used to prevent unreasonable glow beyond the property on which the festival is located.

8. State whether alcoholic beverages will be served: YES NO

If yes, provide details on how it will be controlled.

ALCOHOLIC BEVERAGES WILL BE SERVED BY THE MAC SHACK EXPRESS FOOD TRUCK. ABC LICENSE WILL BE OBTAINED BY THEM.

(NOTE: Evidence of any applicable VA ABC permit must also be provided and posted at the festival as required. Applicant may need to confirm with the VA ABC that a license is not required from that agency in order for festival attendees to bring their own alcoholic beverages to any event that is open to the general public upon payment of the applicable admission fee.)


FESTIVAL PROVISIONS

Applicant makes the following statements:

- A. Music shall not be rendered nor entertainment provided for more than eight (8) hours in any twenty-four (24) hour period, such twenty-four (24) hour period to be measured from the beginning of the first performance at the festival.
- B. Music shall not be played, either by mechanical device or live performance, in such a manner that the sound emanating therefrom exceeds 73 decibels at the property on which the festival is located.
- C. No person under the age of eighteen (18) years of age shall be admitted to any festival unless accompanied by a parent or guardian, the parent or guardian to remain with such person at all times. (NOTE: It may be necessary to post signs to this effect.)
- D. The Board, its lawful agents, and/or duly constituted law enforcement officers shall have permission to go upon the property where the festival is being held at any time for the purpose of determining compliance with the provisions of the County ordinance.

CERTIFICATION

I, the undersigned Applicant, hereby certify that all information, statements, and documents provided in connection with this Application are true and correct to the best of my knowledge. In addition, Applicant agrees that the festival event and its attendees shall comply with the provisions of the Frederick County ordinance pertaining to festivals as well as the festival provisions contained herein.



Signature of Applicant

BARBARA GROVE

Printed Name of Applicant

Date: JUNE 30, 2017

THE BOARD SHALL HAVE THE RIGHT TO REVOKE ANY PERMIT ISSUED UNDER THIS ORDINANCE UPON NON-COMPLIANCE WITH ANY OF ITS PROVISIONS AND CONDITIONS.

H



**APPLICATION FOR OUTDOOR FESTIVAL PERMIT
COUNTY OF FREDERICK, VIRGINIA**

(Please Print Clearly)

APPLICANT INFORMATION				
Name of Applicant: <u>Zachary Thayer</u>				
Telephone Number(s): <u>703-774-4695</u> <input type="checkbox"/> home <input type="checkbox"/> office <input checked="" type="checkbox"/> cell <input type="checkbox"/> home <input type="checkbox"/> office <input type="checkbox"/> cell				
Address: <u>713 Emily Ln, Winchester, VA 22602</u>				
Contact Email: <u>zthayer11@su.edu</u>				
FESTIVAL EVENT ORGANIZATIONAL INFORMATION				
Festival Event		Name of Festival: <u>Valley Fusion Festival 2</u>		
Cost of Admission to Festival: <u>\$35/ticket</u>		Business License Obtained: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Date(s)	Start Time	End Time	Maximum No. of Tickets Offered For Sale Per Day	Estimated No. of Attendees Per Day
<u>September 16th-17th</u>	<u>10:00 AM</u>	<u>12:00 PM</u>	<u>1000</u>	<u>500</u>
	<u>(Gate closes at midnight, reopens @ 8:00 AM)</u>			
Location	Address: <u>Willow Grove Farm (740 Merrimans Ln, Winchester, VA 22601)</u>			
Owner of Property	Name(s): <u>Alaya White</u>			
	Address: <u>740 Merrimans Ln, Winchester, VA 22601</u>			
(*NOTE: Applicant may be required to provide a statement or other documentation indicating consent by the owner(s) for use of the property and related parking for the festival.)				
Promoter	Name(s): <u>Zachary Thayer (Valley Thunder Productions LLC)</u>			
	Address: <u>740 Merrimans Ln 405 Bryarly Rd, Winchester, VA 22603</u>			
(*NOTE: For festivals other than not-for-profit, promoter may need to check with the Frederick County Commissioner of Revenue to determine compliance with County business license requirements; in addition, promoters who have repeat or ongoing business in Virginia may be required to register with the VA State Corporation Commission for legal authority to conduct business in Virginia.)				
Financial Backer Sponsors	Name(s): <u>pebble in a Pond, Cafe Del Sol, The Jamwich</u>			
	Address: <u>Grand Event Center</u>			
Performer	Name of Person(s) or Group(s): <u>Big Something, LITZ, Fletcher's Grove, Electric Love Machine, of Tomorrow, Mateo Monk, Jake & the Mountain Ride, Squaring the Circle, We the People, Quentin Clarke</u>			
	(*NOTE: Applicant may need to update information as performers are booked for festival event.)			

FESTIVAL EVENT LOGISTICS INFORMATION AND DOCUMENTATION

1. Attach a copy of the printed ticket or badge of admission to the festival, containing the date(s) and time(s) of such festival (may be marked as "sample"). copy attached OR copy to be provided as soon as available

2. Provide a plan for adequate sanitation facilities as well as garbage, trash, and sewage disposal for persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the VA Department of Health (Lord Fairfax Health District).

We are stationing port-a-johns (provided by Johnny Blue) around the venue, as well as several trash cans/recycling bins at strategic locations. There is a dumpster on-site as well.

3. Provide a plan for providing food, water, and lodging for the persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the VA Department of Health (Lord Fairfax Health District).

We will have 2 licensed food truck vendors at the event (TBA), as well as available water stations on-site (2) in addition to bottled water sold. Overnight camping is available to anyone 18+, in a field on-site.

4. Provide a plan for adequate medical facilities for persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the County Fire Chief or Fire Marshal and the local fire and rescue company.

BearCare, a fully certified festival first-aid company will be providing medical assistance as needed (at least 2 RN's on the day of the event w/ supplies + tent).

5. Provide a plan for adequate fire protection. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the County Fire Chief or Fire Marshal and the local fire and rescue company.

We have a fire escape plan, with access roads for any potential emergency vehicles. Fire Extinguishers will be located by the food vendors, in the art gallery, and by the stage.

6. Provide a plan for adequate parking facilities and traffic control in and around the festival area. (A diagram may be submitted.)

We have a 400 car parking area off of Merrimans Ln, with volunteers assisting with directing cars. There will be appropriate signage posted at all entrances/exits (only one S attendees).

7. State whether any outdoor lights or lighting will be utilized: YES NO

If yes, provide a plan or submit a diagram showing the location of such lights and the proximity relative to the property boundaries and neighboring properties. In addition, show the location of shielding devices or other equipment to be used to prevent unreasonable glow beyond the property on which the festival is located.

Overhead lighting will be used on the main stage, by the food vendors, and by our art gallery. Path lighting will be utilized between the main event area & camping area. All lights will be pointed away from residential areas.

8. State whether alcoholic beverages will be served: YES NO

If yes, provide details on how it will be controlled.

We are obtaining an ABC license & inspection, and partnering with a SOLCIS organization (Advocates of Change) to serve craft beer. Beer will be provided by Winchester Brewworks, and BYOB

(NOTE: Evidence of any applicable VA ABC permit must also be provided and posted at the festival as required. Applicants may need to confirm with the VA ABC that a license is not required from that agency in order for festival attendees to bring their own alcoholic beverages to any event that is open to the general public upon payment of the applicable admission fee.)

will also be allowed for 21+ attendees.

FESTIVAL PROVISIONS

Applicant makes the following statements:

- A. Music shall not be rendered nor entertainment provided for more than eight (8) hours in any twenty-four (24) hour period, such twenty-four (24) hour period to be measured from the beginning of the first performance at the festival.
- B. Music shall not be played, either by mechanical device or live performance, in such a manner that the sound emanating therefrom exceeds 73 decibels at the property on which the festival is located.
- C. No person under the age of eighteen (18) years of age shall be admitted to any festival unless accompanied by a parent or guardian, the parent or guardian to remain with such person at all times. (NOTE: It may be necessary to post signs to this effect.)
- D. The Board, its lawful agents, and/or duly constituted law enforcement officers shall have permission to go upon the property where the festival is being held at any time for the purpose of determining compliance with the provisions of the County ordinance.

CERTIFICATION

I, the undersigned Applicant, hereby certify that all information, statements, and documents provided in connection with this Application are true and correct to the best of my knowledge. In addition, Applicant agrees that the festival event and its attendees shall comply with the provisions of the Frederick County ordinance pertaining to festivals as well as the festival provisions contained herein.


Signature of Applicant

Zachary Thayer
Printed Name of Applicant

Date: 7/10/17

**THE BOARD SHALL HAVE THE RIGHT TO REVOKE ANY PERMIT ISSUED UNDER THIS ORDINANCE
UPON NON-COMPLIANCE WITH ANY OF ITS PROVISIONS AND CONDITIONS.**

I



APPLICATION FOR OUTDOOR FESTIVAL PERMIT COUNTY OF FREDERICK, VIRGINIA

(Please Print Clearly)

APPLICANT INFORMATION				
Name of Applicant: <u>Rotary Club of Winchester</u>				
Telephone Number(s): <u>540.336.9114</u> <input type="checkbox"/> home <input type="checkbox"/> office <input checked="" type="checkbox"/> cell _____ <input type="checkbox"/> home <input type="checkbox"/> office <input type="checkbox"/> cell				
Address: <u>P.O. Box 412, Winchester, VA. 22604</u>				
Contact Email: <u>darla.mccrary1@gmail.com</u>				
FESTIVAL EVENT ORGANIZATIONAL INFORMATION				
Festival Event		Name of Festival: <u>42nd Annual Shenandoah Valley Apple Harvest Festival</u>		
Cost of Admission to Festival: <u>\$6 or less</u>		Business License Obtained: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Date(s)	Start Time	End Time	Maximum No. of Tickets Offered For Sale Per Day	Estimated No. of Attendees Per Day
<u>9/16/17</u>	<u>10 AM</u>	<u>5pm</u>	<u>not limited</u>	<u>4,500</u>
<u>9/17/17</u>	<u>10 AM</u>	<u>5pm</u>	<u>0</u>	<u>4,500</u>
Location	Address: <u>Frederick County Fairgrounds Clearbrook</u>			
Owner of Property	Name(s): <u>Fairgrounds Assoc.</u>			
	Address: _____			
(*NOTE: Applicant may be required to provide a statement or other documentation indicating consent by the owner(s) for use of the property and related parking for the festival.)				
Promoter	Name(s): <u>Rotary Club of Winchester</u>			
	Address: <u>P.O. Box 412, Winchester, VA. 22604</u>			
(*NOTE: For festivals other than not-for-profit, promoter may need to check with the Frederick County Commissioner of Revenue to determine compliance with County business license requirements; in addition, promoters who have repeat or ongoing business in Virginia may be required to register with the VA State Corporation Commission for legal authority to conduct business in Virginia.)				
Financial Backer	Name(s): <u>Rotary Club of Winchester</u>			
	Address: _____			
Performer	Name of Person(s) or Group(s): <u>Mojo Mothership, Robbie Limon Band</u>			
	_____ _____			
(*NOTE: Applicant may need to update information as performers are booked for festival event.)				

FESTIVAL EVENT LOGISTICS INFORMATION AND DOCUMENTATION

1. Attach a copy of the printed ticket or badge of admission to the festival, containing the date(s) and time(s) of such festival (may be marked as "sample"). copy attached OR copy to be provided as soon as available
no tickets. Hand stamp provided for anyone wanting to re-enter.
2. Provide a plan for adequate sanitation facilities as well as garbage, trash, and sewage disposal for persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the VA Department of Health (Lord Fairfax Health District).
Use on site fixed restrooms, plus Johnny Blues, wash stations, brown water tank for concessions, grease drum, dumpsters, cleanup crew
3. Provide a plan for providing food, water, and lodging for the persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the VA Department of Health (Lord Fairfax Health District).
*Pre-screened concessions
No lodging provided*
4. Provide a plan for adequate medical facilities for persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the County Fire Chief or Fire Marshal and the local fire and rescue company.
On-site Clearbrook EMS
5. Provide a plan for adequate fire protection. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the County Fire Chief or Fire Marshal and the local fire and rescue company.
Onsite fire extinguishers
6. Provide a plan for adequate parking facilities and traffic control in and around the festival area. (A diagram may be submitted.)
*Parking Committee in place.
Plenty of parking for crowd expected.*
7. State whether any outdoor lights or lighting will be utilized: YES NO
If yes, provide a plan or submit a diagram showing the location of such lights and the proximity relative to the property boundaries and neighboring properties. In addition, show the location of shielding devices or other equipment to be used to prevent unreasonable glow beyond the property on which the festival is located.
8. State whether alcoholic beverages will be served: YES NO
If yes, provide details on how it will be controlled.
"Top + Cork" area completely screened with orange fencing with controlled access. By ticket only.

(NOTE: Evidence of any applicable VA ABC permit must also be provided and posted at the festival as required. Applicant may need to confirm with the VA ABC that a license is not required from that agency in order for festival attendees to bring their own alcoholic beverages to any event that is open to the general public upon payment of the applicable admission fee.)

FESTIVAL PROVISIONS

Applicant makes the following statements:

- A. Music shall not be rendered nor entertainment provided for more than eight (8) hours in any twenty-four (24) hour period, such twenty-four (24) hour period to be measured from the beginning of the first performance at the festival.
- B. Music shall not be played, either by mechanical device or live performance, in such a manner that the sound emanating therefrom exceeds 73 decibels at the property on which the festival is located.
- C. No person under the age of eighteen (18) years of age shall be admitted to any festival unless accompanied by a parent or guardian, the parent or guardian to remain with such person at all times. (NOTE: It may be necessary to post signs to this effect.)
- D. The Board, its lawful agents, and/or duly constituted law enforcement officers shall have permission to go upon the property where the festival is being held at any time for the purpose of determining compliance with the provisions of the County ordinance.

CERTIFICATION

I, the undersigned Applicant, hereby certify that all information, statements, and documents provided in connection with this Application are true and correct to the best of my knowledge. In addition, Applicant agrees that the festival event and its attendees shall comply with the provisions of the Frederick County ordinance pertaining to festivals as well as the festival provisions contained herein.

Darla McCrany
Signature of Applicant

DARLA MCCRANY
Printed Name of Applicant

Date: 7/17/17

THE BOARD SHALL HAVE THE RIGHT TO REVOKE ANY PERMIT ISSUED UNDER THIS ORDINANCE UPON NON-COMPLIANCE WITH ANY OF ITS PROVISIONS AND CONDITIONS.

J



APPLICATION FOR OUTDOOR FESTIVAL PERMIT COUNTY OF FREDERICK, VIRGINIA

(Please Print Clearly)

APPLICANT INFORMATION				
Name of Applicant: <u>Concern Hotline, Inc. Russell Holland</u>				
Telephone Number(s): <u>540 536 1632</u> <input type="checkbox"/> home <input checked="" type="checkbox"/> office <input type="checkbox"/> cell <u>540 323 3770</u> <input type="checkbox"/> home <input type="checkbox"/> office <input checked="" type="checkbox"/> cell				
Address: <u>301 N. Cameron St. Winchester Va Suite 201</u>				
Contact Email: <u>rholland@concernhotline.org</u>				
FESTIVAL EVENT ORGANIZATIONAL INFORMATION				
Festival Event	Name of Festival: <u>Frippy Fish Fry Celebration</u>			
Cost of Admission to Festival: <u>\$ 15/20</u>	Business License Obtained: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Date(s)	Start Time	End Time	Maximum No. of Tickets Offered For Sale Per Day	Estimated No. of Attendees Per Day
<u>9-1-17</u>	<u>4pm</u>	<u>9pm</u>	<u>2,000</u>	<u>2000</u>
Location	Address: <u>140 Independence Dr. Winchester 22602</u>			
Owner of Property	Name(s): <u>Mrs. Barbara Groce</u>			
	Address: <u>above</u>			
(*NOTE: Applicant may be required to provide a statement or other documentation indicating consent by the owner(s) for use of the property and related parking for the festival.)				
Promoter	Name(s): <u>Concern Hotline</u>			
	Address: _____			
(*NOTE: For festivals other than not-for-profit, promoter may need to check with the Frederick County Commissioner of Revenue to determine compliance with County business license requirements; in addition, promoters who have repeat or ongoing business in Virginia may be required to register with the VA State Corporation Commission for legal authority to conduct business in Virginia.)				
Financial Backer	Name(s): <u>Concern Hotline; through donations</u>			
	Address: _____			
Performer	Name of Person(s) or Group(s): <u>Karaoke; New City Entertainment</u>			

(*NOTE: Applicant may need to update information as performers are booked for festival event.)				

FESTIVAL EVENT LOGISTICS INFORMATION AND DOCUMENTATION

1. Attach a copy of the printed ticket or badge of admission to the festival, containing the date(s) and time(s) of such festival (may be marked as "sample"). copy attached OR copy to be provided as soon as available

2. Provide a plan for adequate sanitation facilities as well as garbage, trash, and sewage disposal for persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the VA Department of Health (Lord Fairfax Health District).
Republic Services, Johnny Blue and inside restrooms

3. Provide a plan for providing food, water, and lodging for the persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the VA Department of Health (Lord Fairfax Health District).
Preparing on site: Fish & Cole Slaw; Available pizza, cornbread, cookies, water, sodas, and Alcoholic Beverages

4. Provide a plan for adequate medical facilities for persons at the festival. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the County Fire Chief or Fire Marshal and the local fire and rescue company.
Millwood Station EMS

5. Provide a plan for adequate fire protection. This plan must meet the requirements of all state and local statutes, ordinances, and regulations, and must be approved by the County Fire Chief or Fire Marshal and the local fire and rescue company.
on site Extinguishers

6. Provide a plan for adequate parking facilities and traffic control in and around the festival area. (A diagram may be submitted.)
adjacent lots and field.

7. State whether any outdoor lights or lighting will be utilized: YES NO
If yes, provide a plan or submit a diagram showing the location of such lights and the proximity relative to the property boundaries and neighboring properties. In addition, show the location of shielding devices or other equipment to be used to prevent unreasonable glow beyond the property on which the festival is located.
3 tower systems (Sun Belt Rentals)

8. State whether alcoholic beverages will be served: YES NO
If yes, provide details on how it will be controlled.
ID check, wristbands, distributor assistance.

(NOTE: Evidence of any applicable VA ABC permit must also be provided and posted at the festival as required. Applicant may need to confirm with the VA ABC that a license is not required from that agency in order for festival attendees to bring their own alcoholic beverages to any event that is open to the general public upon payment of the applicable admission fee.)

FESTIVAL PROVISIONS

Applicant makes the following statements:

- A. Music shall not be rendered nor entertainment provided for more than eight (8) hours in any twenty-four (24) hour period, such twenty-four (24) hour period to be measured from the beginning of the first performance at the festival.
- B. Music shall not be played, either by mechanical device or live performance, in such a manner that the sound emanating therefrom exceeds 73 decibels at the property on which the festival is located.
- C. No person under the age of eighteen (18) years of age shall be admitted to any festival unless accompanied by a parent or guardian, the parent or guardian to remain with such person at all times. (NOTE: It may be necessary to post signs to this effect.)
- D. The Board, its lawful agents, and/or duly constituted law enforcement officers shall have permission to go upon the property where the festival is being held at any time for the purpose of determining compliance with the provisions of the County ordinance.

CERTIFICATION

I, the undersigned Applicant, hereby certify that all information, statements, and documents provided in connection with this Application are true and correct to the best of my knowledge. In addition, Applicant agrees that the festival event and its attendees shall comply with the provisions of the Frederick County ordinance pertaining to festivals as well as the festival provisions contained herein.


Signature of Applicant

Russell Holland
Printed Name of Applicant

Date: 7/21/17

THE BOARD SHALL HAVE THE RIGHT TO REVOKE ANY PERMIT ISSUED UNDER THIS ORDINANCE UPON NON-COMPLIANCE WITH ANY OF ITS PROVISIONS AND CONDITIONS.

Friday, Sept 1st, 2017



4pm - 9pm
\$15 in Advance • \$20 at the Gate

Grove's Harley Davidson
140 Independence Drive • Route 50 East • Winchester, VA



The eighteenth annual
**CONCERN HOTLINE
FRIDAY NIGHT
FISH FRY**

CONCERN HOTLINE 001
Call us. We care.



SUNBELT RENTALS



К



BOARD OF SUPERVISORS

RESOLUTION FISCAL YEAR 2017-2018 BUDGET AMENDMENT

WHEREAS, Pursuant to Section 15.2-2507 of the Code of Virginia, 1950, as Amended, the Frederick County Board of Supervisors, meeting in regular session and public hearing held on August 9, 2017, took the following action:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors that the FY 2017-2018 Budget be Amended to Reflect:

School Construction Fund Supplemental Appropriation in the Amount of \$28,500,000 for the Construction of the 12th Elementary School at Snowden Bridge.

Upon motion made by _____ and seconded by _____, the above budget amendment and supplemental appropriation was _____ by the following recorded vote:

Charles S. DeHaven, Jr.	___	Blaine P. Dunn	___
Gary A. Lofton	___	Gene E. Fisher	___
Bill M. Ewing	___	Judy McCann-Slaughter	___
Robert W. Wells	___		

A COPY ATTEST:

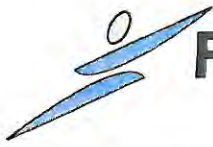
Kris C. Tierney
Interim Clerk, Board of Supervisors
County of Frederick, Virginia

Resolution - Fiscal Year 2017-2018 Budget Amendment
Board of Supervisors Meeting of August 9, 2017
Page 2

Attachments

cc: Dr. David T. Sovine, School Superintendent
Patty D. Camery, School Finance Director
Cheryl B. Shiffler, Finance Director
C. William Orndoff, Jr., Treasurer

U:\TJPresolutions\BudgetAmendmnt(FY2017-2018(12thElementarySchool(SnowdenBridge)080917BdMtg).docx



Frederick County Public Schools

... to ensure all students an excellent education

Executive Director of Finance

cameryp@fcpsk12.net

DATE: July 6, 2017

TO: Mr. Kris C. Tierney, Interim Frederick County Administrator

THROUGH: Dr. David T. Sovine, Superintendent

FROM: Mrs. Patty D. Camery, Executive Director of Finance

SUBJECT: Budget Adjustment for the Construction of 12th Elementary School

On Tuesday, June 20, 2017, the School Board approved the attached Resolution concerning the construction of the 12th elementary school. We are requesting action from the Board of Supervisors regarding the approval of the appropriation amount of \$28,500,000 for the construction of the 12th elementary school. Please include the request on the Board of Supervisors' agenda for the July 12, 2017, meeting.

FY2018 Budget Adjustment to the School Construction Fund

Approval is requested for a FY2018 budget adjustment to the school construction fund in the amount of \$28,500,000 for the construction of the 12th elementary school.

A borrowing schedule using the Virginia Public School Authority (VPSA) semi-annual bond sales will be provided subsequent to Board of Supervisors budget appropriation of construction funding. Attached for your reference is a typical VPSA bond sale for the spring and fall cycles.

Thank you for your consideration.

Attachments

cc: Mrs. Cheryl Shiffler, Frederick County Finance Director

**RESOLUTION REQUESTING A SUPPLEMENTAL APPROPRIATION FROM THE
FREDERICK COUNTY BOARD OF SUPERVISORS TO THE
FY2018 SCHOOL CONSTRUCTION FUND FOR CONSTRUCTION OF THE
12TH ELEMENTARY SCHOOL AT SNOWDEN BRIDGE**

WHEREAS, Frederick County Public Schools (the “Division”) is a political subdivision organized and existing under the laws of the Commonwealth of Virginia; and

WHEREAS, the County School Board of Frederick County, Virginia (the “Board”), is charged by law to manage and control the property of the school division and provide for the erecting, furnishing, and equipping of necessary school buildings (Code of Virginia, 1950, as amended §22.1-79); and

WHEREAS, the Frederick County Board of Supervisors, Virginia (the Supervisors”), approved the 12th elementary school at Snowden Bridge through adoption of the Capital Improvements Plan on February 25, 2015; and

WHEREAS, the Supervisors approved \$1,500,000 for architectural and engineering design of the 12th elementary school on July 8, 2015; and

WHEREAS, the Supervisors approved a motion to communicate “its willingness to consider a future appropriation of up to \$27,000,000 to construct the 12th elementary school;

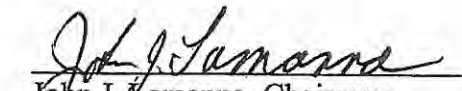
NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF FREDERICK COUNTY, VIRGINIA:

1. The Board hereby requests a supplemental appropriation to the FY2018 School Construction Fund in the amount of \$28,500,000 for the construction of the 12th elementary school at Snowden Bridge; this amount in addition to the \$1,500,000 appropriated for architectural and engineering design on July 8, 2015.
2. The Board shall construct the 12th elementary school at Snowden Bridge in compliance with the regulations of the Board of Education and the Uniform Statewide Building Code (Code of Virginia, 1950, as amended §22.1-140);
3. The Board shall assure the school design is approved in writing by the Division’s Superintendent in accordance with State Law (Code of Virginia, 1950, as amended §22.1-140);
4. The Board shall assure the school plans are reviewed and approved by the Chief Building Official in accordance with Frederick County Ordinance;
5. The Board shall assure the school cafeteria, gymnasium, library, and administrative office are sized to accommodate a program capacity of 600 students in accordance with the Virginia Board of Education Regulations and Virginia Department of Education Guidelines for School Facilities.

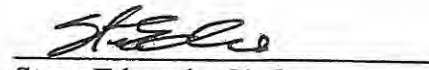
6. This resolution shall take effect immediately.

ADOPTED BY THE SCHOOL BOARD OF FREDERICK COUNTY, VIRGINIA, ON THIS 20TH DAY OF JUNE, 2017.

<u>Member</u>	<u>Vote</u>
John J. Lamanna	Yes
Seth T. Thatcher	Yes
Kali C. Klubertanz	Absent
Michael A. Lake	No
Peggy Clark	Yes
Jay W. Foreman	Yes
Franklin E. Wright	Yes



John J. Lamanna, Chairman
Frederick County School Board



Steve Edwards, Clerk
Frederick County School Board

Fall Borrowing Schedule for VPSA

(general timeline for Fall and Spring borrowings with VPSA)

Date Completed By:	Activity
mid-June	VPSA posts application package on Dept. of Treasury website
mid-June to late-August	School Board passes a resolution authorizing the application to VPSA; secure bond counsel
mid-August	VPSA posts Bond Sale Agreement
August to early September	Localities should plan to make appropriate Locality & School designee available for a brief due diligence call with VPSA and McGuire Woods
September 1	VPSA application due
No later than mid-September	Local school boards pass resolutions requesting bond issue and consenting to issuance of bonds; resolution authorizing bond issue on agenda with County
mid-September	VPSA Board meets to consider applications and parameters of sale
late-September	VPSA distributes first estimated debt service schedule to localities
early-mid October	VPSA distributes second estimated debt service schedule to localities; localities file resolution with Circuit Court
mid-October	Deadline for County to have adopted resolution
mid-October	School Board resolution adopted authorizing the application package to VPSA
late-October	VPSA sells bonds
late-October to early-November	Schools receive closing documents from VPSA and McGuire Woods
early November	Local closing documents due; Account Registration forms due to SNAP
mid-November	Funds available

Spring Borrowing Schedule for VPSA

Date Completed By:	Activity
mid-January	VPSA posts application package on Dept. of Treasury website
mid-January to late-February	School Board passes a resolution authorizing the application to VPSA; secure bond counsel
mid-March	VPSA posts Bond Sale Agreement
early-March	Localities should plan to make appropriate Locality & School designee available for a brief due diligence call with VPSA and McGuire Woods
late-February	VPSA application due
No later than mid-March	Local school boards pass resolutions requesting bond issue and consenting to issuance of bonds; resolution authorizing bond issue on agenda with County
late-March	VPSA Board meets to consider applications and parameters of sale
late-March	VPSA distributes first estimated debt service schedule to localities
early-mid April	VPSA distributes second estimated debt service schedule to localities; localities file resolution with Circuit Court
early-April	Deadline for County to have adopted resolution
early-April	School Board resolution adopted authorizing the application package to VPSA
late-April	VPSA sells bonds
late-April to early-May	Schools receive closing documents from VPSA and McGuire Woods
early May	Local closing documents due; Account Registration forms due to SNAP
mid-May	Funds available

L



MEMORANDUM

TO: Frederick County Board of Supervisors

FROM: Candice E. Perkins, AICP, CZA, Assistant Director *C.E.P.*

SUBJECT: Request for a Commercial Pump & Haul Permit
3149 Front Royal Pike, Winchester (PIN#: 87-A-64)

DATE: July 31, 2017

Staff has received a request seeking approval of a commercial Pump & Haul Permit for an existing nonconforming commercial structure located at 3149 Front Royal Pike in the Shawnee Magisterial District. The approximately 0.66 acre property contains a 2,977 square foot structure which was built in 1947. This structure was previously utilized for a convenience store, but has been closed since 2011. This request is the first step to reopen the convenience store; if the pump and haul permit is approved the applicant will next be able to apply for a Conditional Use Permit seeking to reestablish the nonconforming use. The subject property is outside the limits of the Sewer and Water Service Area (SWSA). Frederick County Code, §161-201.05A, states that the Frederick County Board of Supervisors, after receiving a written statement from the Health Department, may approve a permanent pump and haul system permit if specific criteria is satisfied. *This request appears to comply with the code requirements and, therefore, Board consideration of the request is appropriate.*

Applicable Code Requirements and Analysis

Frederick County Code Chapter 161 addresses Sewage Disposal Systems and, more specifically, permanent pump and haul systems are addressed in §161-201.05. In 2009, the County revised its health system ordinance to enable the issuance of permanent pump and haul system permits only upon the approval of the Board of Supervisors. Additionally, criteria was established in §161-201.05 to offer guidance in the evaluation of the merits of a request for a permanent pump and haul system. The following criteria must be met in order to qualify to apply for a pump and haul system:

1. The structure to be served is one of the following:

- a. An existing dwelling that has no indoor plumbing and is converting to indoor plumbing, or where an existing onsite sewage system has failed;
 - b. An existing structure used as a place of worship;
 - c. An existing school structure;
 - d. An existing commercial structure; and
2. The Health Department has rejected an application for an onsite sewage system otherwise permitted under this chapter, or an off-site system; and
 3. All other options for a sewage system (i.e. off-site easement) have been pursued and found unsatisfactory as evidenced by a denial letter issued by the Health Department and/or documentation that a neighboring property owner is uncooperative in giving an easement; and
 4. There shall be no additional bedrooms or bathrooms added to the dwelling or structure as a result of the permitting of a permanent pump and haul system.

In correspondence dated March 17, 2017, from the Virginia Department of Health, it states that a soil evaluation was conducted on the property and it was concluded that an onsite sewage disposal system could not be supported by this property due to insufficient area available for required drainfield and reserve area. The property owner has also been unable to obtain an offsite easement (see attached letter). The property owner has established a relationship with Martin Pumping Service LLC to service the requested pump and haul system.

Conclusion

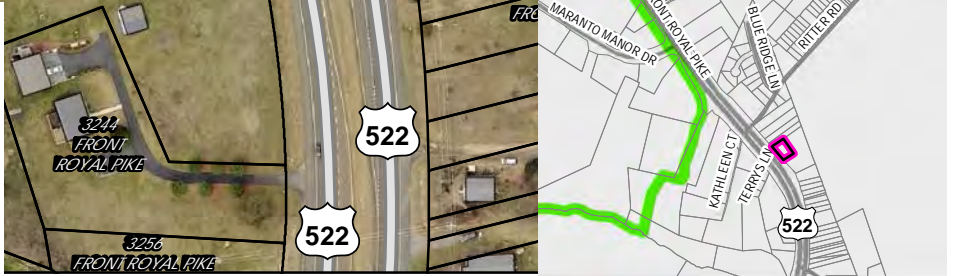
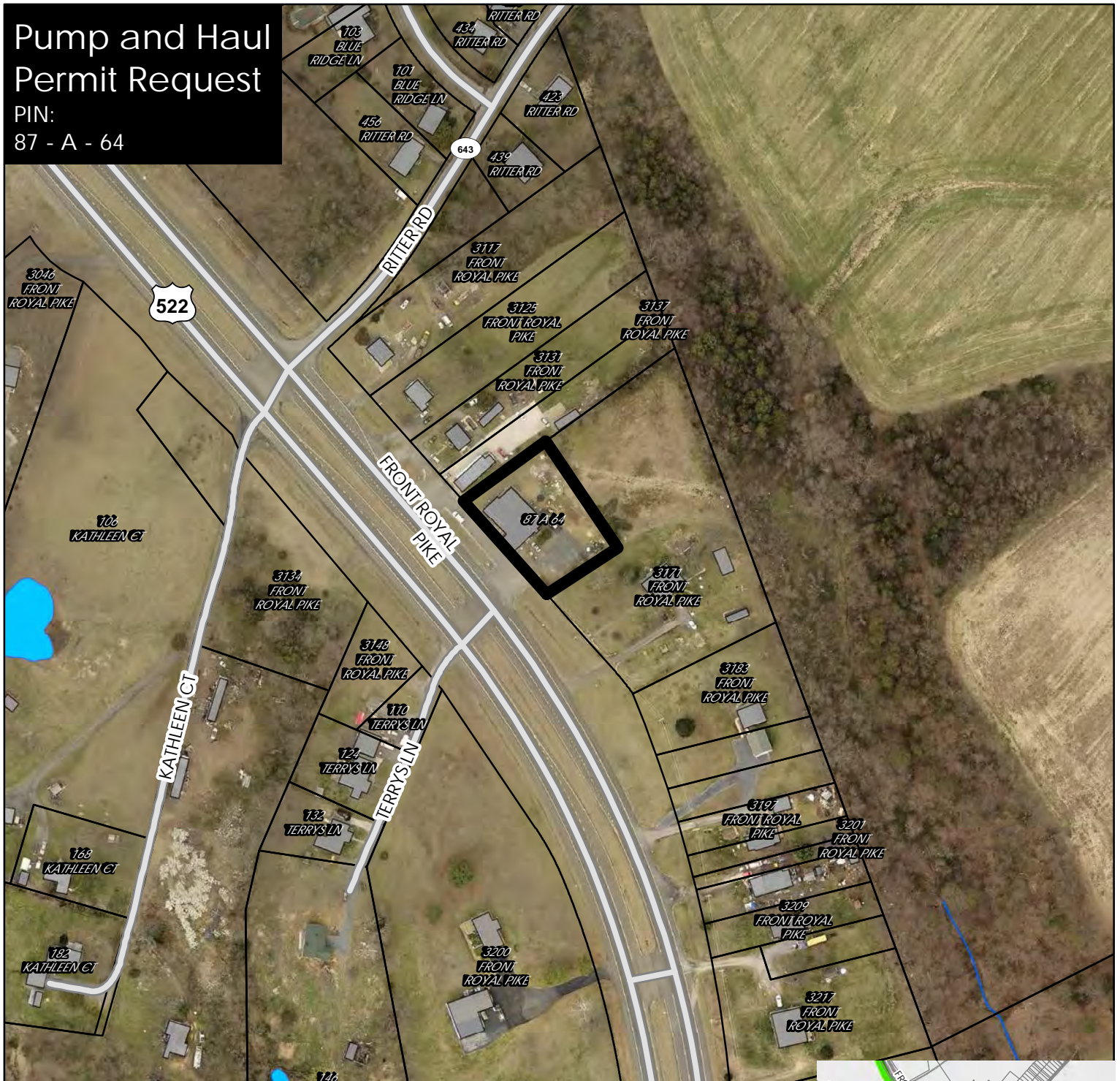
The property owner appears to have addressed the requirements of the County Code to utilize a pump and haul system for the property at 3149 Front Royal Pike, Winchester. This request appears to comply with the code requirements and, therefore, Board consideration of the request is appropriate. It should be noted that the maintenance costs associated with a pump and haul system can be expensive; however, it appears that this system is the only available option to bring this property into compliance with the requirements with the Frederick County Code and Health Department. Board of Supervisors action on the request to permit a pump and haul system is requested.

Attachments

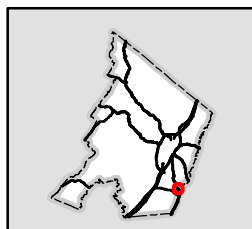
CEP/pd

Pump and Haul Permit Request

PIN:
87 - A - 64



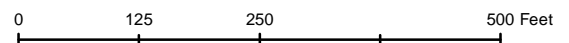
- Applications
- Sewer and Water Service Area
- Parcels
- Building Footprints
- B1 (Neighborhood Business District)
- B2 (General Business District)
- B3 (Industrial Transition District)
- EM (Extractive Manufacturing District)
- HE (Higher Education District)
- M1 (Light Industrial District)
- M2 (Industrial General District)
- MH1 (Mobile Home Community District)
- MS (Medical Support District)
- OM (Office - Manufacturing Park)
- R4 (Residential Planned Community District)
- R5 (Residential Recreational Community District)
- RA (Rural Areas District)
- RP (Residential Performance District)



Pump and Haul Permit Request

PIN:
87 - A - 64
3149 Front Royal Pike

Note:
Frederick County Dept of
Planning & Development
107 N Kent St
Suite 202
Winchester, VA 22601
540 - 665 - 5651
Map Created: July 31, 2017
Staff: cperkins







Frederick County - City of Winchester Health
Department
107 N Kent St. Ste 201
Winchester, VA
22601
(540) 722-3480 Voice
(540) 722-3479 Fax

Denial

March 17, 2017

Marcos Reyes
126 Buchannon Dr.
Stephens City, VA 22655

Certified Mail

RE: Tax Map/GPIN: 87-A-64 , HDID: 069-17-0104
3149 Front Royal Pike
Winchester, Frederick County, VA 22602

Dear Marcos Reyes :

This letter is to inform you that the Frederick County - City of Winchester Health Department has evaluated your application for a sewage disposal system/water supply permit or certification letter filed on March 07, 2017.

This application contained site evaluation and a recommendation for denial related to the referred application pursuant to § 32.1-163.5 and 164 H. of the Code of Virginia, which requires the Health Department to accept private soil evaluations and designs from an Onsite Soil Evaluator (OSE) or a Professional Engineer working in consultation with an OSE for residential development.

Unfortunately, we are not able to issue a Construction Permit.

The reason for denial is:
Insufficient Area available for required drainfield and reserve area.

This decision is based on the information filed with your application. Site and soil evaluations were made in accordance with the *Sewage Handling and Disposal Regulations*, the *Private Well Regulations*, the *Alternative Onsite Sewage System Regulations* , as well as current agency policy.

In accordance with 12 VAC 5-610-230 of the *Sewage Handling and Disposal Regulations* you have the right to appeal this decision. Your written request for appeal must be received in this office at 107 N Kent St. Ste 201 Winchester, VA, 22601 within **thirty (30) days** from the date you receive this letter. Please include any facts or other data that would support your appeal.

You may also request a refund of the state portion of your application fee if all of the following apply:

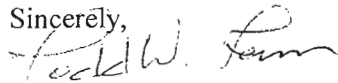
- 1) You are the owner of the property AND
- 2) You intend to use it as your principle place of residence AND
- 3) You do not intend to appeal this denial.

Address your request to David Goodfriend, MD, Director of Lord Fairfax Health District at the above address. Refunds are not available under any other conditions. Please include your social security number with your request.

It is also acceptable to re-apply within 90 days of receipt of this letter without paying a second state fee. After 90 days, a new application fee will be required. When denied for any reason, re-application without a state fee within 90 days may include any change up to and including a new site. Please be certain that the re-application documents are complete and follow all applicable regulations and policies to avoid another denial.

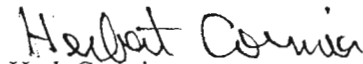
If you have any questions or if this office may be of further service, please let us know.

Sincerely,



Todd W. Lam,
Environmental Health Specialist, Sr.

Reviewed by,



Herb Cormier,
EH Supervisor

CC: Forrest R. Hadley, OSE
Frederick County Planning & Zoning
Building Official

TO: BOARD OF DIRECTORS
FROM: MARCOS REYES
SUBJECT: PUMP AND HAUL
DATE: JULY 11, 2017
CC:

Good afternoon,

The Health Department has requested us to install drain fields, but our property is too small, therefore we asked our next-door neighbor for a property easement. This request has also been denied formally in a letter that you will find in this application. I would like for the board of directors to grant me permission to get a pump and haul for my property **3149 Front Royal Pike Winchester, VA 22602**. If you have any questions, please feel free to contact me at (540) 664-4820.

Thank you,

Marcos Reyes

Marcos Reyes

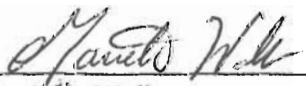
To: Virginia Department of Health

From: Nancy Reyes-Sanchez

Date: July 05, 2017

Re: Property Easement Denial

In regards, to our interest for a property easement on **3171 Front Royal Pike Winchester, VA 22602**, we have been formally denied by the property owner **Marietta Walls**. Due to the property being in the market for sell. If you have any questions please feel free to contact me at (540) 664-4820.



Marietta Walls

7/18/17
Date



Marcos Reyes

7/20/17
Date

-PUMP AND HAUL INFORMATION-

1. The applicant hereby applies for a permit to remove and transport sewage from:

3144 Front Royal Pike Winchester to Frederick-Winchester Service Authority
(property address) VA 22607 (sewage treatment facility)

2. Justification for the pump and haul application: Our property is too small
to install drain fields

3. Brief description of holding facilities (type, capacity, etc.): Concrete Store

4. Plans and specifications of holding facility (if required) prepared by: _____
(Engineer)

5. Name of Septic Hauler: Martins Pumping Service
(address)

Hauler Address: 11805 Harry Byrd Hwy Berryville Phone: 540-667-4038

Lord Fairfax District Hauler # SH-LFHD-020 DPOR#: _____

Frederick County Hauler Permit #: SH-LFHD 22

6. Quantity of sewage to be hauled per day: 3000 gallons. Cost per load: as needed

7. Route(s) of transport: 522 to 81 N to Rt 7

8. Time of day for transport: varies

9. Emergency response capability: 48 hours

10. Disposition of Sewage: Frederick Winchester Service Authority
(attach a copy of agreement with owner of receiving treatment facility)

I have read the material included in this package and understand what is required by the Frederick County and the Virginia Department of Health. I also understand that all required material will be complete prior to this application being scheduled for review by the Board of Supervisors.

Signature: _____ Date: 7/10/17

Signature: _____ Date: _____



**FREDERICK COUNTY, VIRGINIA
SEWAGE HANDLING AGREEMENT FOR PUMP AND HAUL SYSTEM**

Martins Pumping Service and Marcos Reyes
[Septic Hauler] [Property Owner(s)]
enter into this Contract with the County of Frederick, Virginia (the "County"), on this 10 day of
July, 2017.

WHEREAS, in consideration of the County's approval of a pump and haul permit for the property located at 3149 Front Royal Pike Winchester, VA PIN# 87-A-164, and to provide for sewage collection and disposal services for a pump and haul system and guarantee compliance with all applicable regulations concerning sewage collection and disposal services.

THE PARTIES AGREE as follows:

The Property Owner will maintain a contract with the specified Septic Hauler and will ensure that the system is being property pumped and that 24-hour call service is maintained for emergency service.

The Property Owner will submit annual invoices to the Virginia Department of Health verifying that the system is being property pumped.

The Property Owner will procure an inspection from the Virginia Department of Health every three years (from the date of permit issuance) to ensure that the system is in proper working order.

The Property Owner grants permission for employees of the County and the Virginia Department of Health to conduct routine field inspections of the system to ensure proper maintenance.

The Property Owner understands that violation of the conditions of the pump and haul permit or violation of any applicable regulations concerning sewage collection and disposal services may lead to the revocation of the pump and haul permit.

The Septic Hauler agrees to provide sewage pump and hauling services to the Property Owner at a cost of \$350.00 per load and the Property Owner agrees to pay for such services according to such normal and commercially reasonable terms as the Septic Hauler may provide.

By: [Signature] VDH Sewage Handling Permit # 1942001325
[Septic Hauler] Frederick County Septic Permit # SH LFD-020
[owner/officer/authorized agent must sign for Septic Hauler] Date 7/10/2017

By: Marcos Reyes Date 7/21/17
[Property Owner]

By: _____ Date _____
[County of Frederick, Virginia]
[County Administrator or authorized agent must sign for County]

Board of Supervisors Approval Date _____

*MUST HAVE 1 COPY FOR EACH AGENCY**

Continued

THIS PAGE TO BE COMPLETED BY AGENCY

Agency Comments:

This Health Department has reviewed the request for comments for the Conditional Use Permit for a proposed Convenient Store, to be located at 3149 Front Royal Pike, Winchester, VA, 22602; Tax Map #: 87-A-64. Based on information available to the Health Department, the structure was built in 1947. Unfortunately, the Frederick County Health Department was unable to locate either septic or well records for the property. It is the recommendation of this Health Department that the owner/applicant procure the services of a licensed septic contractor to assess the condition of the existing sewage disposal system. Also, it the recommendation of this Health Department that the owner/applicant have the well tested for E. coli/Total Coliform. In the event that a food service of some type is to be considered for the convenience store, the owner/applicant should procure the services of a Professional Engineer to assess the existing system to determine if it is capable of accommodating food strength wastewater. An application will need to be submitted to the Frederick County Health Department for any expansion or new septic installation. Also, the nature of the food service may require the involvement of other agencies, such as the Virginia Department of Consumer Services (VDACS).

Agency Signature: Robert Cornier Date: 10/21/16

Title: E H Supervisor

(NOTICE TO AGENCY—PLEASE RETURN THIS FORM TO THE APPLICANT)

Notice to Applicant: It is your responsibility to complete this form as accurately as possible in order to assist the agency with their review. Please attach a copy of the site plan and application form. Virginia Department of Transportation needs 3 copies of site plan and one copy of application form.

CONSENT AGENDA

M



MEMORANDUM

TO: Board of Supervisors

FROM: John A. Bishop AICP, Assistant Director – Transportation *JAB*

RE: Gold Orchard Road (Route 708) Abandonment

DATE: August 3, 2017

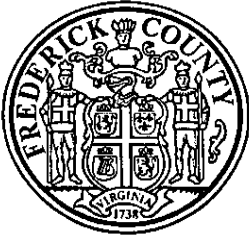
In April of 2015 the Board of Supervisors held a public hearing and voted to abandon Gold Orchard Road (Route 708). Recently, Staff was contacted and notified that the language in the resolution would need to be updated.

Given the time that had passed, and in consultation with County Attorney Williams, the determination has been made to treat this as a new request to abandon the roadway. To that end, staff is seeking action on the attached resolution which directs the clerk to post and advertise the intent to abandon Gold Orchard Road from approximately .02 miles north of Carpers Pike (Route 259) to the end of the roadway.

Attached, please find the resolution, and map of the area. With the exception of an access where Gold Orchard Road connects to Carpers Pike, the property surrounding the entirety of Gold Orchard Road is owned by Mr. Cordell Watt who has originally requested this abandonment to aid him in better securing his property.

Staff is seeking action from the Board of Supervisors.

JAB/pd



**RESOLUTION
BY THE
FREDERICK COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors of Frederick County, in regular meeting on the 9th day of August, 2017, adopted the following:

WHEREAS, it appears to this Board that Secondary Route 708 (Gold Orchard Road) from approximately .02 miles north of Carpers Pike (Route 259) until the end of state maintenance (map attached), serves no public necessity and is no longer necessary as part of the Secondary System of State Highways.

NOW, THEREFORE, BE IT RESOLVED, The Clerk of the Board is directed to post and publish notice of the Board's intent to abandon the aforesaid section of Route 708, pursuant to §33.2-909 of the Code of Virginia of 1950, as amended.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Commissioner of the Virginia Department of Transportation.

Charles S. DeHaven, Jr., Chairman _____

Gary A. Lofton _____

Bill M. Ewing _____

Robert W. Wells _____

Gene E. Fisher _____

Judith McCann-Slaughter _____

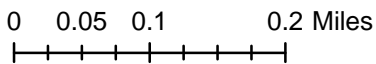
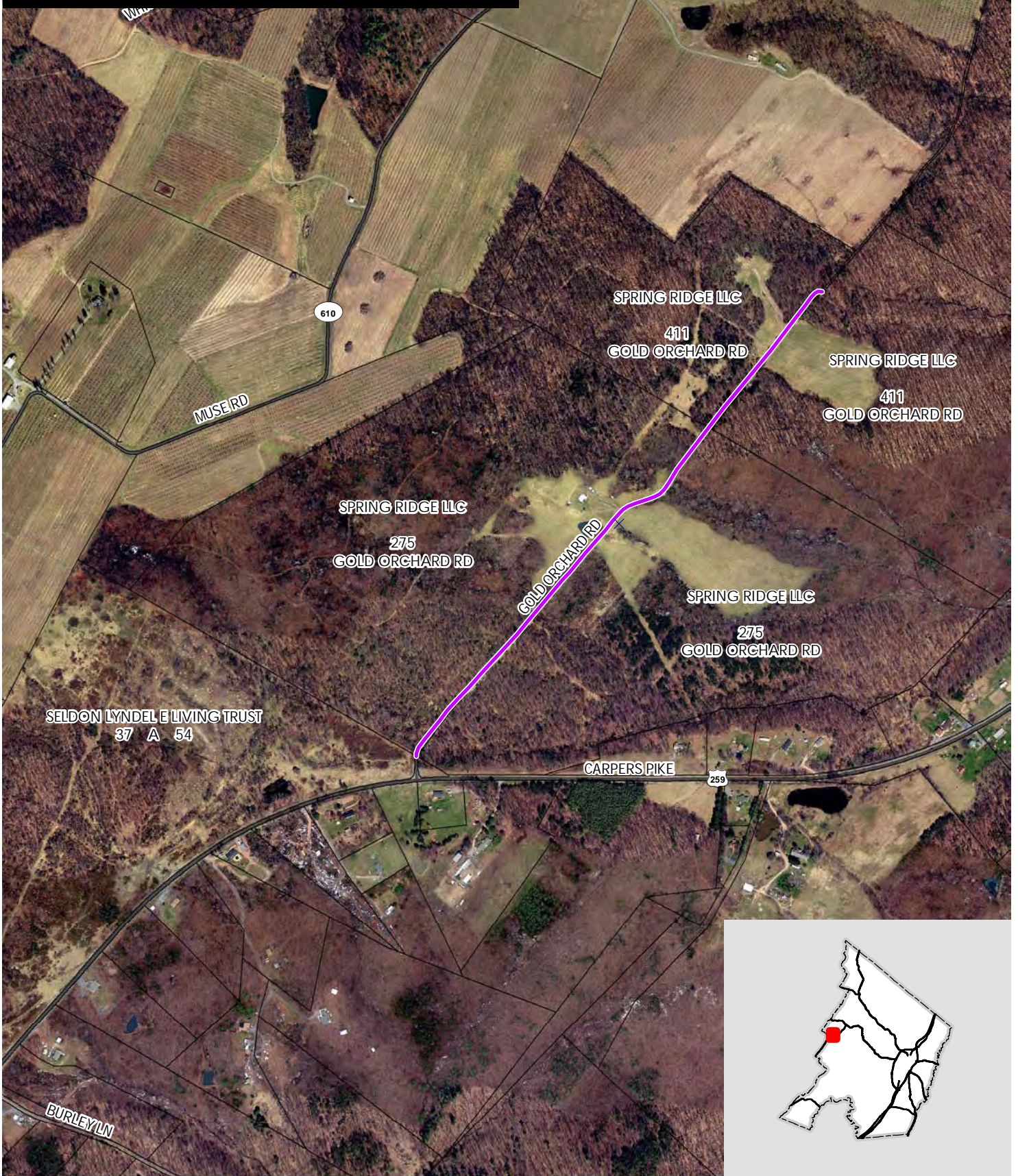
Blaine P. Dunn _____

A COPY ATTEST

Kris C. Tierney, Interim
Frederick County Administrator

Gold Orchard Road (Route 708)

Road Abandonment



Note:
Frederick County Dept of
Planning & Development
107 N Kent St
Suite 202
Winchester, VA 22601
540 - 665 - 5651
Map Created: February 18, 2015
Staff: jbishop

