



**Norfolk Community Services Board  
Board of Director's  
December 2011 Meeting**

**Norfolk Community Services Board**  
***Board Meeting Notice***  
**4:00 p.m., Tuesday, December 6, 2011**  
**1<sup>st</sup> Floor Multi-purpose Room**  
**225 W. Olney Road, Norfolk, Virginia**

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**AGENDA**

1. Call to order
2. Attendance
3. Approval of the November 15, 2011 board meeting minutes
4. Report on Virginia Behavioral Health Partnership
5. Review of Annual Audit by KPMG
6. Report of the Chair
  - a. Policy on debt guidelines
  - b. Policy 2.5 (CEO Compensation) and 2.6 (CEO Contract)
7. Quarterly Corporate Compliance Report
8. Report of the Executive Director
  - a. Action Item – accept Adult Drug Court Treatment Program Grant (Per Susan Curran's Request)
  - b. Update on preliminary budget for FY 2013
9. Search Committee Report
10. Election of officers
11. Self-evaluation
12. Next meeting: January 10, 2012, 4:00 p.m., same location.
13. Adjournment

# NORFOLK COMMUNITY SERVICES BOARD MINUTES

November 8, 2011

225 W. Olney Road, Norfolk, Virginia

## Members Present:

Lewis J. Taylor, Ph.D., Chair  
Kathy Weaver, Secretary  
Kenny Bryant  
Capt. Henry Conde, Ret.  
Capt. Garrat "Gary" Cooper, Ret.  
Dana L. Redding  
Capt. Neil Walsh, Ret.  
Eunice Whitehurst  
Dorothy Isaac  
Patrick D. Thrasher, M.D.

## Staff Present:

Maureen Womack, Executive Director  
Robert Horne, Corp. Compliance Officer/Board Clerk

## Advisors Present:

Jack Cloud, Norfolk City Counsel

## Absent:

William Graves, III, Ed.D.  
CDR Gary Hammond, Ret.  
George H. Tatterson, Jr., CPA

Comprising a quorum of the members of the board

## Call to Order

The meeting was called to order by the Chair at 4:04 p.m.

## Approval of October board meeting minutes

The Chair requested whether the members had any changes and whether they would they accept the minutes for the October 6<sup>th</sup> and 27<sup>th</sup>, 2011 Ad Hoc committee and the October 11<sup>th</sup>, 2011 board meeting minutes as prepared. There being no corrections, the Chair accepted the minutes as prepared.

## Report of the Chair

1. **Resignation of the Executive Director** – The Chair formally recognized the resignation of the Executive Director as of the end of this current calendar year. He commented on the tremendous legacy that she had left during her tenure as the CEO. He remarked on the remarkable positive changes that she had brought forth during her time with the Norfolk CSB. The Executive Director thanked the board members for their support and governance during her tenure. She commented briefly on the position which she had accepted in Kansas.

The chair indicated that the board would need to look to the appointment of an interim Executive Director. He recommended that the Chair, Mr. Bryant, and Dr. Thrasher serve as the search committee, with consultation from Dr. Forte. He asked that the board authorize this search committee to select an interim Executive Director. The Chair shared that it was unrealistic to determine anything beyond an interim Executive Director within the next two months and until the City reaches a decision on the future structure for the Norfolk Community Services Board. There was some general discussion regarding the means to proceed on the appointment of an interim Executive Director. There was a recommendation made for the inclusion of a female member of the board on the search committee. The Chair agreed to the appointment of Ms. Isaacs to the search committee.

**A motion was made that Dr. Taylor, Mr. Bryant, Ms. Isaacs, and Dr. Thrasher serve as the search committee, with consultation from Dr. Forte, to select an interim Executive Director. The motion was seconded. There was no discussion. The members present voted unanimously to adopt the motion.**

2. **Draft annual board calendar** – There was discussion about the Draft 2012 Annual Calendar and the adoption of this document as a working document that would be subject to revision. There was some brief discussion about the timeframes for the development of revisions to the budget. **There was a consensus from the member present to adopt the Draft 2012 Annual Calendar (see attached) as working document for the board.**

3. **Drafts of proposed board policy changes** – The Chair presented drafts of revisions to two board policies; Monitoring CEO Performance, 2.4 and Financial Operations, 3.4. The recommended revisions to the policies were reviewed. It was agreed that upon adoption of any changes to board policies that the clerk will send an electronic copy of the revised board policy packet and the current board by-laws to all members of the board.

**There was a motion to adopt board policy 2.4 and 3.4. The motion was seconded.** There was some discussion about the need to develop debt guidelines as referenced in 3.4.1. It was recommended that the references to debt guidelines either be removed or developed. The Chair agreed to develop a proposed debt guideline for the adoption by the board during the next monthly board meeting. **The members voted unanimously to pass the motion.**

### **Report of the Ad Hoc Committee on Executive Director Evaluation and Compensation**

The Chair presented an overview of the work of the Ad Hoc committee that included the proposed new board policy 2.5 on CEO Compensation and 2.6 on the CEO Contract. This included a proposed broad CEO pay-band, pay step increases, and grading system for CEO performance. There were some recommended modifications to the proposed board policies. There was general discussion about the proposed pay-band and step increases and what the expectations would be for the CEO to receive step increases. **There was a consensus of the member present to adopt the proposed board policy 2.5, as modified; and to defer the proposed board policy 2.6 on the CEO Contract pending legal consultation.**

### **Report of the Executive Director**

1. Monitoring Items:
  - a. Infant & Toddler program – This program was reviewed by the Virginia Department of Behavioral Health and Developmental Services. The program exceeded all state standards.
  - b. Program of Assertive Community Treatment – The program received a provisional license due to documentation and other issues.
2. Items for Information:
  - a. Preliminary SFY 2013 budget – This is a preliminary draft of the budget for SFY 2013. There was some discussion of the decision to give up 41 vehicles from our current fleet as part of the budget reduction.
  - b. Federal payback – The Department of Health and Human Services notified the Norfolk CSB that we must pay back \$186,231.00 of federal substance abuse block grant funds that were inappropriately paid to Jill McGlone. The repayment has been processed as requested.
  - c. Electronic Health Record – The implementation of Uni/Care Profiler® has begun and the initial “boot camp” was completed.
  - d. Behavioral Health Partnership – The Executive Director reported that she is continuing to work with the Norfolk City Attorney’s office about how best to proceed with joining the Virginia Behavioral Health Partnership. There have been efforts to find mutually agreeable solutions to allow the Norfolk CSB to enter into the partnership. The City Attorney has identified that there were some issues with how the City of Virginia Beach joined the partnership. The Executive Director shared that she has been in contact with the City of Chesapeake on the modifications that they made to the partnership agreement. It was suggested that the city attorney involved with this be asked to attend the next meeting of the board to provide a briefing to the board on the issues related to this contract. There was a question raised about whether the board could seek advice from outside legal counsel. The consensus of the members of the board was that this was a matter was a board issue at this point.
  - e. Collaboration Award – Our Juvenile Justice Services was named as the recipient of the Collaborations Award by the Norfolk Educational Foundation.

### **Nominating Committee Report**

The nominating committee met on 10/31/2011 for the purpose of selecting persons to serve as the Chair and Secretary for the board. **The nominating committee recommended Mr. Bryant for nomination as Chair and Ms. Weaver for nomination as Secretary.** There proposed slate of officers for the next year will be voted upon during the December board meeting.

### **Self-evaluation**

The Chair solicited feedback from the members on recommendations for improvement(s) for the board's meeting. There was a question raised about whether there was a need for additional members of the board at this time. It was pointed out that there were no members of the board who would be ending their terms this calendar year. There was a brief discussion regarding the status of the discussions of the City's special advisory group looking at the structure of the Norfolk CSB.

### **Adjournment**

There was a motion to adjourn. The motion was seconded. There was no discussion. The motion passed unanimously and the meeting was adjourned at 6:01 p.m.

The next meeting will be held on December 13, 2011 at the same time & location.

Respectfully submitted,

Kathy Weaver  
Secretary

KW/rah

DRAFT

**NORFOLK COMMUNITY SERVICES BOARD  
AD HOC INTERIM EXECUTIVE DIRECTOR SEARCH COMMITTEE**

**MINUTES  
November 15, 2011**

**225 W. Olney Road, Norfolk, Virginia**

**Members Present:**

Kenny Bryant, Chair  
Lewis J. Taylor, Ph.D.  
Patrick D. Thrasher, M.D.  
Dorothy Isaac

**Staff Present:**

Bill Forte, M.D., Chief Medical Officer  
Robert Horne, Corp. Compliance Officer/Board Clerk

**Advisors Present:**

**Absent:**

Comprising a quorum of the members of the Ad Hoc committee of the board

**Call to Order**

The meeting of the Ad Hoc committee was called to order by the Chair at 4:00 p.m.

The Chair reviewed the goals and objectives of this Ad Hoc Committee. The committee has been tasked by the Board of Directors to search for and recommend to the Board an Interim Executive Director. The Chair indicated that per a meeting with the City Attorney, the City has determined that the Interim Director does not have to meet the requirements for the permanent Executive Director. The city also shared that they were willing to have the Board to select a permanent replacement Executive Director. This opens the possibility of pursuing these two searches simultaneously.

Last week the Chair and Dr. Taylor met with the Executive Team and asked that they draft a position description for the Interim Executive Director. The current position description for the Executive Director was also distributed. Dr. Forte shared some of the thinking of the executive team in the development of the position description for the Interim Executive Director. The Chair reviewed in detail the proposed position description for the Interim Executive Director. There was general discussion of the revisions proposed by the members. There was discussion regarding the provision that the Interim Executive Director would not have a written contract. It was requested that Dr. Forte speak to the Director of Human Resources on the committee's recommendation to remove the second paragraph as this same information is presented in the first paragraph under Essential functions.

Under paragraph 3 under essential functions, it was recommended that the reference to preparing the board meeting agendas as this is the responsibility of the board chair. It was recommended that entire document be reworked to be more grammatically correct. It was recommended that paragraph 8 & 9 under essential functions be combined. It was recommended that the term Norfolk CSB be used throughout the document.

There was a recommendation that the reference in the performance requirement section under minimum requirements to treatment approaches and research trends be removed and replaced with knowledge with mental health recovery model. It was suggested that there be a preliminary paragraph that indicates "the Interim Director should meet the following desired requirements:"

There was general discussion on whether or not to keep the requirement of a Master's degree as a minimum requirement. The recommendation was delete the sentence related to the degree requirement from this paragraph. It was recommended that the second paragraph be deleted in its entirety. The recommendation was to delete all paragraphs in this section beyond the minimum requirements. Under the Position content the reference to annual

review should be deleted. The header listed as Executive Director: Board Administration should also be deleted. Dr. Forte agreed to work with Joseph Shorter to revise the document.

The Chair shared about some contacts that had been made with individuals who may be appropriate and/or of interest to serve in the position as an Interim Executive Director. There was discussion from the members about networking efforts with the City, the Department of Behavioral Health & Developmental Services, and the Virginia Association of Community Services Boards. There was a recommendation that for the individuals identified, that they are contacted and inquiries be made as to whether or not they would be interested in interviewing for the Interim position.

The Chair identified that the goal was to get the Interim Executive Director position description to be prepared in final draft form by Thursday of this week. Secondly, that the individuals identified by the members of the committee be contacted as to their potential interest in the position. The committee discussed time blocks that could be set aside for the committee to meet to interview potential candidates.

### **Adjournment**

The Chair adjourned the meeting at 5:03 p.m.

Respectfully submitted,

Kathy Weaver  
Secretary

KW/rah

Attachment:

**NORFOLK COMMUNITY SERVICES BOARD  
AD-HOC INTERIM EXECUTIVE DIRECTOR SEARCH COMMITTEE MEETING  
MINUTES**

November 22, 2011  
225 W. Olney Road, Norfolk, Virginia

**Members Present:**

Lewis J. Taylor, Ph.D., Chair  
Patrick D. Thrasher, M.D.  
Dorothy Isaac  
Kenny Bryant

**Staff Present:**

Bill Forte, MD

**CALL TO ORDER:**

The meeting was called to order by the Committee Chair, Kenny Bryant at 5:04 PM.

**EXECUTIVE SESSION:**

The meeting went into executive session at 5:04 PM and came out of executive session at 5:30 PM.

Discussion was given to how the committee would present its findings to the Board as to the development of a time schedule and to other logistical concerns, in order to insure an effective presentation.

**ADJOURNMENT:**

The meeting was adjourned at 6:00 PM.

Respectfully submitted,

Kenny Bryant,  
Ad-Hoc Committee Chair

Attachment: Motion to enter Executive Session  
Resolution Certifying Executive Session

**NORFOLK COMMUNITY SERVICES BOARD MEETING**  
**Ad Hoc Interim Director Search Committee meeting**  
**of November 22, 2011**

MOTION TO ENTER EXECUTIVE SESSION

It has been moved and properly seconded that the members of the Norfolk Community Service Board and the Executive Director go into a closed session for the purposes set out below, pursuant to The Virginia Freedom of Information Act, subsection 2.2-3711.A of the Code of Virginia (1950), as amended:

- (1) Discussion, consideration, or interviews of prospective candidates for employment.

Roll Call:

[Certify vote of each member]

Lewis J. Taylor, PhD  
 Rev. Ken Bryant  
 Patrick D. Thrasher, MD  
 Dorothy M. Isaac

Motion made by: Dottie

Second by: Pat

5:04 Meeting called to order  
5:04 Went into closed session

**NORFOLK COMMUNITY SERVICES BOARD MEETING**  
**Ad Hoc Interim Director Search Committee meeting**  
**of November 22, 2011**

A RESOLUTION CERTIFYING AN EXECUTIVE SESSION

A RESOLUTION CERTIFYING AN EXECUTIVE SESSION OF THE NORFOLK COMMUNITY SERVICES BOARD IN ACCORDANCE WITH THE PROVISIONS OF THE VIRGINIA FREEDOM OF INFORMATION ACT.

WHEREAS, the Norfolk Community Services Board (Board) convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Board that such closed session was conducted in conformity with Virginia law;

NOW, THEREFORE BE IT RESOLVED that the Board certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive session to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed, or considered by the Board.

Roll Call:

[Certify vote of each member]

Lewis J. Taylor, PhD  
 Rev. Ken Bryant  
 Patrick D. Thrasher, MD  
 Dorothy M. Isaac

Motion made by:

Pat

Second by:

Dottie

out of ~~vac.~~ 5:30  
6:00

## PROPOSED NEW NCSB POLICIES

### Policy Title: 2.5 CEO Compensation

2.5 The Board shall set CEO compensation.

2.5.1 The Board shall set CEO salary within a step of a broad pay-band based on Virginia Department of Behavioral Health and Developmental Services CSB CEO salary data for comparable CSB's.

2.5.2 CEO compensation is based on multiple factors including achievement of ends policies; adherence to executive limitations policies; professional experience, accomplishments and credentials; time in service and others as determined by the Board.

2.5.3 CEO compensation shall be reviewed and may be adjusted at the end of the Fiscal Year following the Board's evaluation of the CEO's performance and before renewal of the CEO's contract, subject to the financial health of the organization.

2.5.4 The Board may authorize a bonus for exceptionally meritorious job performance.

2.5.5 The CEO shall receive the same cost of living salary increases as may be granted to CSB employees generally.

### Policy Title: 2.6 CEO Contract

2.6 The Board and CEO shall have a written contract for CEO services with a three (3) year term, renewable annually following a formal evaluation of the CEO's performance and formal approval of contract renewal by the Board.

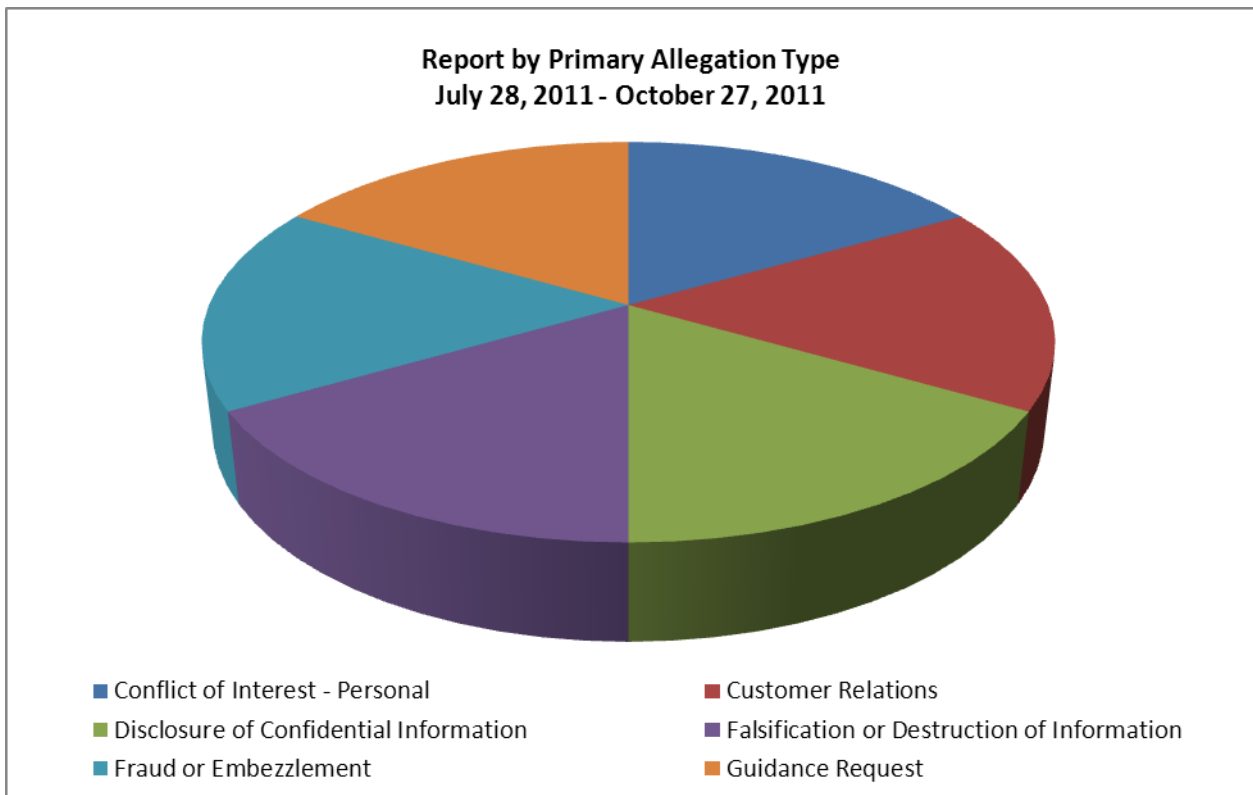
Norfolk Community Services Board  
Corporate Compliance Update  
Tuesday, November 08, 2011



**I. Allegation Reports:**

There was **one** (1) potential Medicaid/Medicare fraud, waste, or abuse allegation received during the period. There have been a total of **six** (6) reports received between July 28, 2011 and October 27, 2011. These are reports received since the previous quarterly report (August 2011) to the Board.

Two (2) of these reports were received via our AlertLine web portal (33%), two (2) via e-mail (33%), one (1) was received via an office visit (17%) and one (1) report was received via inter-office mail (17%). Of the reports received, the locations of the reported issues were as follows: two (2) at our Olney Road Center (33%), Two (2) at our Tidewater Drive Center (33%), one (1) at our Virginia Beach Boulevard Center (17%) and one (1) at an undisclosed location (17%). Half of the incoming reports were anonymous (50%) and the remaining half (50%) had identified reporters. Two (2) of these cases remains open at this time. Of the remaining four cases, three (3) were unsubstantiated (75%) and one (1) case (25%) was substantiated. A copy of the Compliance Allegation Tracking Grid for these reports is included as an attachment.



**Figure 1 – Reports by Primary Allegation Type**

**2. Medical Records Destruction**

As part of our ongoing efforts to reduce compliance risks, all records that have exceeded the required retention period per the Library of Virginia General Schedule 18, Series No. 005612 are in the process of being securely shredded. This project involves the secure destruction of approximately 9,100 of our medical records. We have thus far securely shredded approximately 10% of the inventory slated for destruction.

Attachment: Compliance Allegation Tracking Grid

# Corporate Compliance Tracking Grid

Between January 28, 2011 and April 29, 2011

Tuesday, May 10, 2011

Date	ID	Method	Location	Nature of Allegation	Status	Investigation Summary	Results	Resolved (date)	HR	CC	BC	PR	RM	LEGEND: HR = Human Resources CC = Corporate Compliance BC = Billing/Coding PR = Privacy RM = Risk Management
There were <b>one</b> Corporate Compliance allegation (e.g. pertaining to Medicaid/Medicare Fraud, Waste, and/or Abuse) during this reporting period														
8/4/2011	NCSB-11-08-0001	Web Submission	TDC	Customer Relations	Closed	Additional information requested as report contained no details		9/28/2011	X			X		Reporter indicated that an employee contracted through the CSB may be having "relations" with a client enrolled in services and that the client was paid for the "relations".
8/16/2011	NCSB-11-08-0002	e-mail	VBBC	Fraud or Embezzlement	Closed	Consumer allegedly provided prescription without consultation and service was billed to Medicaid.	Pt. was not billed for med mgt services for this period	8/17/2011		X	X			Patient (PM #184460) told George Tucker, RN that at the last two appointments he came to that the doctor was running behind and didn't have time to see him and he was given prescriptions and a new appointment. He has a statement where Medicaid/Medicare was billed for a medication management appointment.
9/27/2011	NCSB-11-09-0001	Web Submission	NCSB	Guidance Request	Closed	Staff have been told that we have a \$1.6 mil deficit for FY 2011, double what was originally reported. The draft minutes of the last Board mtg. don't indicate Ms. Womack informed the Board	The Board Chair reviewed this matter and was satisfied that the board was made aware of the general size of the budget deficit during the discussion at the retreat in September.	10/3/2011					X	

# Corporate Compliance Tracking Grid

Between January 28, 2011 and April 29, 2011

Tuesday, May 10, 2011

Date	ID	Method	Location	Nature of Allegation	Status	Investigation Summary	Results	Resolved (date)	HR	CC	BC	PR	RM	LEGEND: HR = Human Resources CC = Corporate Compliance BC = Billing/Coding PR = Privacy RM = Risk Management	
9/29/2011	NCSB-11-09-0002	e-mail	NCSB	Disclosure of Confidential Information	Closed	Link to confidential patient information on norfolk.gov web site	Consumer's guardian notified. Data breach notification sent to consumer. Involved staff counseled. All Staff Advisory on Confidentiality sent.	9/29/2011							On 9/22/2011 Information on a client was sent to a network copier. At the same time the CSB's Annual Performance Contract (PC) was being printed on the same network printer. The client's information was inadvertently merged. This hard copy was delivered to the City. The PC was then scanned and a link provided on the City's website in preparation for the City Council meeting. It was noted that this material was on the link and was viewable. When this was brought to the City's and our attention, the link was immediately removed.
10/25/2011	NCSB-11-10-0001	Office Visit	ORC	Falsification or Destruction of Information	<b>OPEN</b>	Falsification of signature on prescription for a consumer.	Investigation in progress			X				Prescription for a consumer medication showed it was signed on 10/20/2011. At this time the physician whos signature appeared on the prescription was out-of-state on travel. The physician has denied that he signed the prescription.	

# Corporate Compliance Tracking Grid

Between January 28, 2011 and April 29, 2011

Tuesday, May 10, 2011

Date	ID	Method	Location	Nature of Allegation	Status	Investigation Summary	Results	Resolved (date)	HR	CC	BC	PR	RM	<b>LEGEND:</b> HR = Human Resources CC = Corporate Compliance BC = Billing/Coding PR = Privacy RM = Risk Management
10/25/2011	NCSB-11-10-0002	Inter-office Mail	TDC	Conflict of Interest - Personal	<b>OPEN</b>	Use of business e-mail address to solicit personal business	Investigation in progress		X					An anonymous report was received via inter-office mail of a staff member using their Norfolk CSB e-mail address to solicit business for an external business.



# **Executive Director's Report**

**Norfolk Community Services Board  
Board of Director's  
December 2011 Meeting**



**Norfolk Community Services Board  
Board of Directors  
Executive Director's Report December 2011**

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**1. Items for Information:**

**A. Update on the Virginia Behavioral Health Partnership**

**2. Items for Monitoring**

- A. Executive Team Reports**
- B. Executive Director's Analysis**



I want to bid happy holidays and farewell to you all. This will be my last Executive Director's Report to the Board of Directors of the Norfolk Community Services Board.

During these three years you all have provided me support and through your encouragement and guidance we have weathered some difficult times. With many of you, I have shared a unique camaraderie which I hope will continue in the years to come. Our door is always open and you are always welcome. If there is anything I can do for you or the NCSB, please know I am only a phone call away.

"May the road rise up to meet you, may the wind be ever at your back. May the sun shine warm upon your face and the rain fall softly on your fields. And until we meet again, may God hold you in the hollow of his hand." – Irish Blessing

*Maureen*



## I. ITEMS FOR INFORMATION:

### A. UPDATE ON THE VIRGINIA BEHAVIORAL HEALTH PARTNERSHIP:

The City Attorney's Office made several recommendations to the Virginia Health Partnership which were accepted by all parties. I have enclosed a copy of the redlined partnership for your information. If the Board is still agreed, I will execute the partnership agreement as previously directed by the Board.

The following is the email from Mr. McDermott, attorney for the Virginia Behavioral Health Partnership:

*"Thanks, Nada (our City Attorney working with us). The partnership will accept all your changes. However, since you have removed the indemnification paragraph (VII.b.1.) whereby Norfolk CSB indemnifies the partnership, you should also delete the new paragraph VII.b.1. since the paragraphs were intended to be reciprocal, not unilateral. With this one change, kindly print a clean copy, have it signed and sent to me. Thanks, Pat"*

## II. ITEMS FOR MONITORING

### A. THE EXECUTIVE TEAM REPORTS

I had tasked the Executive Team with preparation of this month's Board of Director's report as a transitional aid. The following is the email I sent coaching the team on recommended content.

*"The Board is planning on meeting December 6<sup>th</sup>. For your collective Board report, I would suggest you look at past board reports (esp. last months) and the ends policies. Most importantly I think the Board will want the 1<sup>st</sup> quarter financials and an explanation of why the fees are so far off. This would include a report on :*

- *the direct service time of providers and programs, revenues by programs, and how it is compares to last year (i.e. trending down) for sustainability.*
- *this year's fee projections compared to last year*
- *an outline of the steps already taken and net reduction – autos, positions etc.*
- *and then the immediate plan of action to come into compliance with the Board's policies*

*I will be back Thursday and am more than willing to provide feedback on your drafts....."*

The following are the reports submitted.



### **DR. BILL FORTE, CHIEF MEDICAL OFFICER – QUALITY ASSESSMENT AND IMPROVEMENT**

(I) There are currently 995 open cases in MSU Program 170.

(II) 25 record reviews (open cases) were completed in last 30 days.

Documentation (progress notes from last three MSU appointments in the record): 100%

Signed Informed Consent Sheet for all currently prescribed medications: 100%

Weight measured at last MSU appointment (atypicals): 94%

Psychiatric Evaluation present in the record: 100%

Psychiatric Evaluation signed by the patient: 100%

Hospitalizations (per notes in record during this quarter): 1/25 = 4%

Best Practices (diagnosis): Randomly reviewed 25 records of patients open to MSU, with primary diagnosis of Major Depressive Disorder, who attended an appointment in MSU in the last six months. The patient's initial psychiatric evaluation and subsequent progress notes were reviewed to determine whether DSM-IV-TR criteria for the diagnosis of Major Depressive Disorder was present in the record. Of

the 25 records reviewed, 25 (100%) contained sufficient clinical history to support the primary diagnosis.

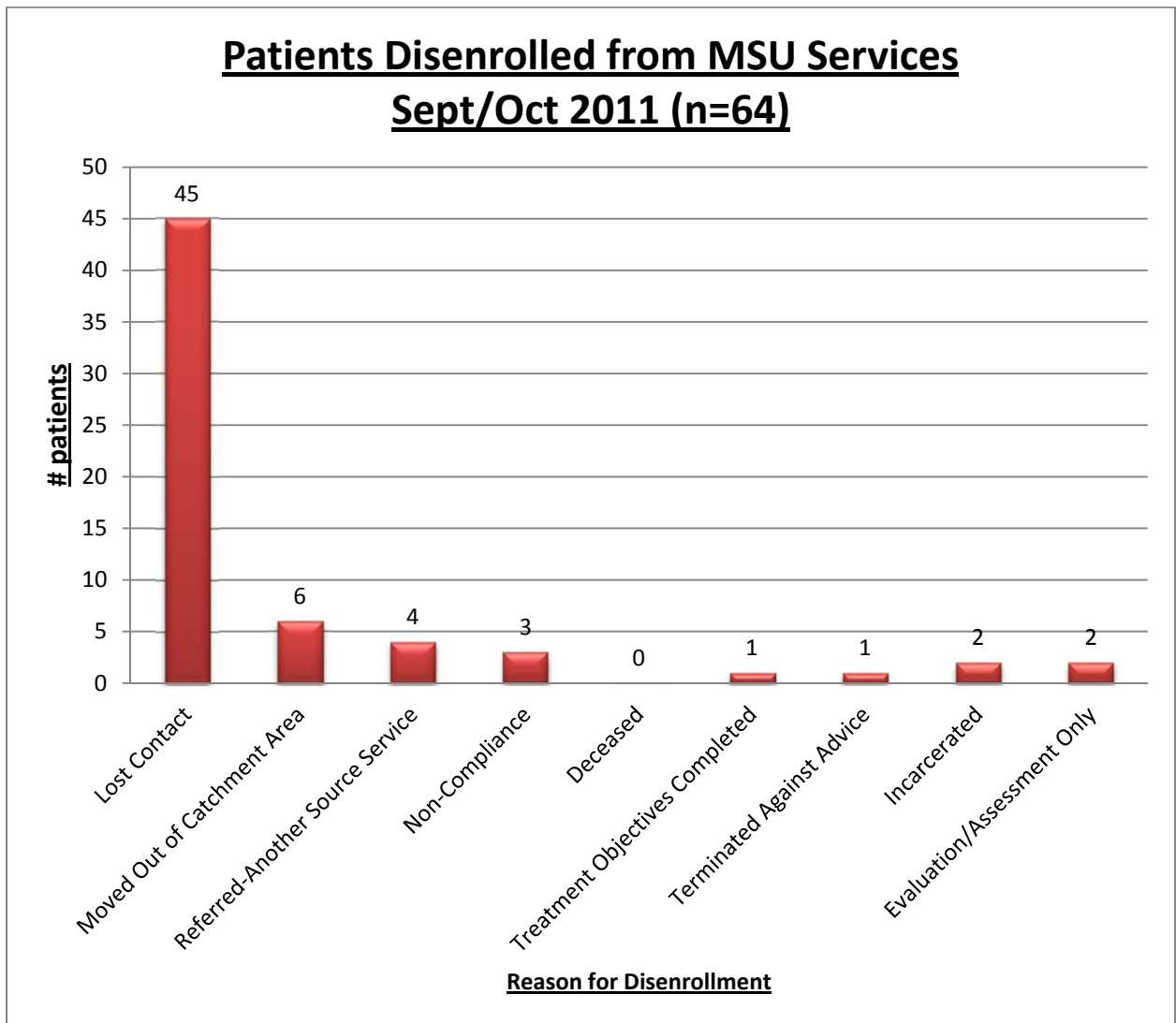
Best Practices (pharmacotherapy) Not reviewed this quarter. Awaiting development of clinical practice guidelines. Expect acceptance and initial implementation of Schizophrenia Practice Guideline by February 1, 2012.

PCP Coordination of Care: 100% of the records had either a request for PCP records (when a PCP was identified), PCP records that were received per request, documentation that the patient does not have a PCP, or the patient's refusal to provide consent.

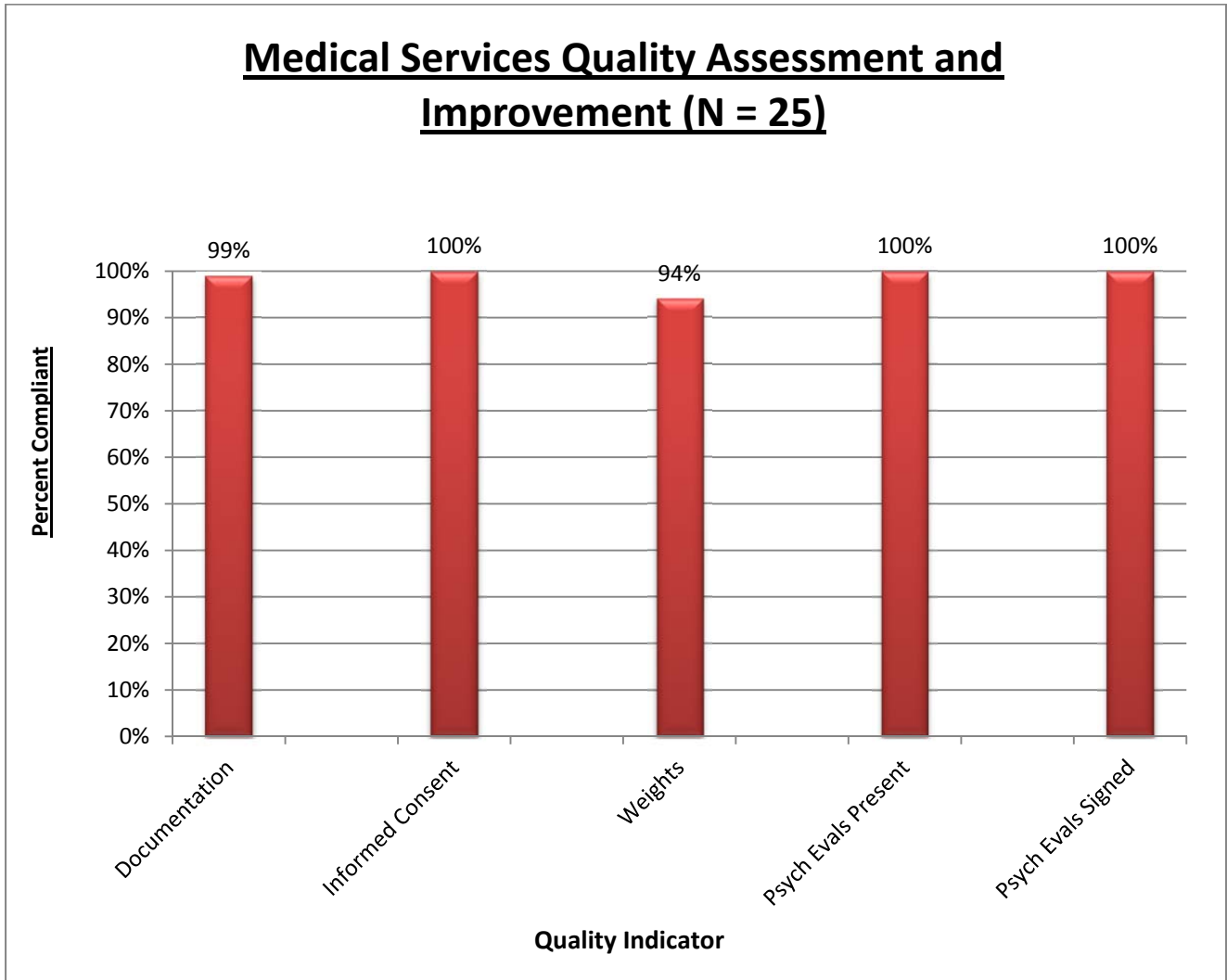
Safety: No incident reports from MSU for adverse medication effects this past quarter.

Infection Control: No incident reports from MSU this past quarter.

(III) MSU Disenrollment Data:



(IV) Quality Assessment and Improvement Indicators (Records Review Nov 2011):



Program Financial Review per Maureen's request	P & L Current Operating Budget	Fee Collection Actual/Projected FY 2012	Direct Service Standard	Direct Service Actual	Capacity	Supervisor/Team Lead/ Coordinators direct report ratios
113 MSU	FY 12 Budget: 2,006,846  YTD (July-Oct) Expected: 668,949 (33.3%)  Actual: 549,341 (27.4%)	<u>FY 12</u> FY 12 Budget: 253,435 (100%) 1 <sup>st</sup> Qtr Target: 63,358 (25%) 1 <sup>st</sup> Qtr Actual: 48,409 (19.1%)  <u>FY 11</u> FY 11 Budget: 292,650 (100%) 1 <sup>st</sup> Qtr Target: 73,163 (25%) 1 <sup>st</sup> Qtr Actual: 32,371 (11.1%)	1200 / FTE  Target: 2640 (2.2 FTE's)	YTD (July-Oct) *Target: 880 +Target: 812 Actual: 626 *2640/3 +1400 x .58 175 days= 1400 hours \$4650	1000 pts.	CMO-14 direct reports Chief of Nursing-6 direct reports



**SUSAN CURRAN, CHIEF OPERATING OFFICER  
KEY INDICATORS - ALL PROGRAMS - DECEMBER 1, 2011**

Key Indicator	Outcomes
Children and youth live at home with their parents/legal guardians.	<b>76%</b> (16/21)
Children and youth are in school.	<b>100%</b> (17/17)
Children and youth are not currently involved with the criminal justice system.	<b>94%</b> (17/18)
Children and youth are abstinent from drug and alcohol use.	<b>94%</b> (17/18)
Children and Youth have seen their PCP in the last year.	<b>94%</b> (17/18)
Children and Youth are discharged from program due to needs being met.	<b>39%</b> (11/28)
Adults have a source of income.	<b>68%</b> (918/1349)
Adults have a safe, decent, affordable place to live.	<b>83%</b> (1206/1449)
Adults are employed, in school, engaged in a day treatment program, or engaged in volunteer work.	<b>25%</b> (357/1431)
Adults are not currently involved with the criminal justice system.	<b>85%</b> (1276/1502)
Adults are free from illicit drug use and alcohol abuse.	<b>72%</b> (1076/1485)
Adults have seen their PCP in the last year.	<b>71%</b> (798/1132)
Adults are discharged due to needs being met.	<b>73%</b> (24/333)



**JOSEPH SHORTER, J.D. – DIRECTOR OF HUMAN RESOURCES, FACILITIES AND SAFETY  
HUMAN RESOURCES TEAM ACTIVITIES - NOVEMBER**

**Staffing for NCSB:**

FT- 246

PPT- 23

CPT- 35

**Total Staff- 304**

**HR Actions for the Month of November:**

**New Hires**

Employee	Title	License	Division	Salary	Hire Date	FT/PT
James Miner	Child Psychiatrist	MD	DS/PEDS	\$205,000	11/01/2011	FT
Robin Hurdle	Program Coordinator		DS/G Home	\$49,193	11/08/2011	FT
Charles Watkins	Clinician	LCSW	CAS/CRISIS	\$63751.31	11/08/2011	FT
Kacie Thacker	Counselor III		CAS/CRISIS	\$47671.17	11/08/2011	FT
Ashley Fautleroy	Accountant I		ADMIN/FIN	\$33,267.17	11/08/2011	FT
Angela Montgomery	ES Counselor IV		CAS/ES	\$33,516.60	11/08/2011	PPT
Janine Braham	ES Counselor IV		CAS/ES	\$48,195.75	11/15/2011	FT
Juanita Christia	Crisis Nurse	RN	CAS/CRISIS	\$28.42 p/h	11/15/2011	CPT
Susan Girois	Physician	MD	Primary Care	\$162,000	11/28/2011	FT
Felita Davis	Clinician	LCSW	DS/VICAP	\$150 p/a	11/30/2011	CPT
Arnella Edwards	Crisis Nurse	RN	CAS/CRISIS	\$59,123.51	12/08/2011	FT
Breanna Duell	Counselor		CSS/TLC	\$32,455.69	12/08/2011	FT
Todd McGhee	Case Manager IV		CAS/Forensics	\$39,412.65	12/08/2011	FT
Sue Wydler	Case Manager III		CSS/CM	\$40,104.16	12/08/2011	FT
Ashley Carson	Case Manager IV		CAS/Reinvest	\$41,407.96	1/09/2012	FT

**Pending Hires**

Candidate	Title	License	Division	Status	Projected Hire Date	FT/PT
Shirley Lockett	Support Tech		MSU/Clinic	Pending Recommendation	1/9/2012	FT
Tracey Skinner	ES Counselor IV		CAS/ES	Pending Recommendation	1/9/2012	CPT

**Terminations**

Title	Division	Separation Date	Years of Service	Reason for leaving	FT/PT
Psychiatrist	CSS/PACT	11/1/2011	2 yrs	Personal	FT
Nurse Coordinator	DS/PEDS	11/14/2011	1 yr	Discharge	FT
LPN	CAS/OTP	12/21/2011	25 yrs	Personal	PPT
Clinician	DS/PEDS	12/21/2011	2 yrs	Other Employment	FT

**Promotions/reclassifications /Status Change/Transfers**

Name	Old Position	New Position	Transfer/ Promotion	Effective Date
Shannon Trewartha	Clinician	Clinician	Lateral Transfer/Status Change	11/23/2011
Melissa Lineberry	Clinician	Clinician	Lateral Transfer	11/23/2011
Donneisha Edmond	Counselor III	Case Manager III	Lateral Transfer	11/23/2011
Nicole Weiler	Clinician	Clinician	Lateral Transfer	11/23/2011

**Recruitment/Vacancies:**

Name	Program	Current FT position	CPT Positions	Comments
<b>Clinical Acute Services</b>				
Counselors IV	Emergency Services		2	No FT vacancies; Packet sent 11/14/11; additional applications sent 11/30/11
RN	Crisis Stab	1	2	1 FT starting 12/8/11; packet sent 11/28/11
LPN	Crisis Stab	1		Packet sent 11/15/11
Reinvestment CM	Census Mgmt	1		Packet sent 8/24/11; interviews scheduled; pending recommendation
Medical Services Tech	OTP	1		Advertising 12/4/2011
Clinician	IOP	1		Advertising 12/4/2011
<b>Community Support Services</b>				
Team Leader	CSS Case Management	1		Packet returned 10/26 no recommendation; Packet sent 11/28/11.
Peer Specialist	PATH	1		Packet sent 11/14/11; interviews being scheduled
Clinician	CSS CM		1	Reference checking in process
LPN	PACT	2		Packet sent 11/9/2011 & 11/28/11
Case Manager	PACT	1		Position Closes 10/3/11; Packet sent 10/19/11 & 11/23/11; Donneisha Edmonds to transfer 11/23/11.
<b>MSU</b>				
Psychiatrist	MSU	1	1	
LPN	MSU	1		9/16 6 candidates sent; Dr Forte reviewing packet 11/3/11
Psychiatric Nurse Practitioner	MSU-Clinic	1		New Position
Practice Manager	MSU-Clinic	1		New Position; packet sent 10/12/11; interviews scheduled
Support Technician	MSU-Clinic	1		New Position ; packet sent 10/12/11 reference checking; pending recommendation
Case Manager	MSU-Clinic	1		New Position; packet sent 11/9/11
Nurse	MSU-Clinic	1		New Position packet picked up 11/9/11
<b>Developmental Services</b>				
Clinicians	VICAP	1	1	Interviews scheduled;
Service Coordinator	ITCN	1		Program has packet
Clinician	Outpatient	1		Packet sent 11/14/11
Direct Support I	Group Home	3		Positions advertised 11/6/2011 closes 11/14/11 (3 FT 1 PPT) Packet sent 12/1/11.
Direct Support II	Group Home	4		Positions advertised 11/6/2011 closes 11/14/11; Packet (2) sent 11/23/211

Medical Discharge Coordinator	PEDS	1		Position to be advertised 12/4/2011
Interagency Service Coordinator				New position (PPT); packet sent 11/28/11;

**Staffing Cost by Department:**

<b>Clinical Acute Services:</b>	<b>Salary</b>
180 Clinical Acute Support Admin	\$ 124,297
102 Emergency Services	\$ 877,286
108 Forensic Services	\$ 509,000
114 Census Management/Reinvestment	\$ 286,627
182 Crisis Stabilization	\$ 1,150,497
530 SA Admin	\$ 107,158
531 Opioid Treatment Program	\$ 863,598
532 Intensive Outpatient	\$ 119,977
544 SA Case Management	\$ 293,649
	<b>\$4,173,597</b>
<b>Community Support:</b>	
101 Community Support Admin	\$245,597
105 MH Case Management	\$ 992,385
106 PATH/Housing	\$ 89,267
109 TLC	\$ 431,729
116 PACT	\$ 723,604
117 SLP	\$ 485,778
	<b>\$2,968,360</b>
<b>Developmental Services:</b>	
320 Developmental Support Admin	\$ 203,073
120 Intake	\$ 271,033
122 Outpatient	\$ 383,014
184 PEDS	\$ 532,333
185 Youth	\$ 135,280
186 In-Home	\$ 0
187 Intensive Youth Coordination	\$ 88,098
321 ID Case Management	\$ 565,804
327 Child & Adolescent Case Management	\$120,411
329 ID SLP	\$ 45,708
362 Part C	\$ 446,461
364 VICAP	\$ 54, 972
367 Infant Case Management	\$ 215,035
381 ID Group Home A	\$ 49,193
381 ID Group Home B	\$ 0
535 Interagency	\$ 0
570 Prevention	\$ 203,925
	<b>\$3,265,147</b>
<b>Medical Services</b>	
113 MSU	\$841,494
130 Integrated Clinic	\$162,000
183 Inpatient	\$200,000
	<b>\$1,203,494</b>

<b>Administration:</b>	
751 IT	\$151,570
752 Finance	\$ 471,236
753 Human Resources	\$ 243,479
754 Consumer Relations	\$ 64,546
755 Medical Records	\$ 202,564
756 Quality	\$ 84,826
800 Administration	\$ 212,241
801 Executive Office	\$ 160,682
	<b>\$1,705,048</b>
<b>Grand Total:</b>	<b>\$13,315,646</b>

**Benefits Summary: Board Cost**

Plus POS

116 Single	\$51,771.96
22 Emp & Child	\$13,662.88
7 Emp 7 Spouse	\$ 4,967.55
13 Family	<u>\$14,802.71</u>
<b>TOTAL</b>	<b>\$83,036.14</b>

Plus POS Smoker

13 Single	\$ 5,672.03
6 Emp & Child	\$ 3,666.24
1 Emp & Spouse	\$ 699.65
1 Family	<u>\$ 1,128.67</u>
<b>TOTAL</b>	<b>\$11,166.59</b>

Value POS

24 Single	\$ 8,222.39
10 Emp & Child	\$ 5,106.40
1 Emp & Spouse	\$ 625.47
6 Family	<u>\$5,902.33</u>
<b>TOTAL</b>	<b>\$19,856.59</b>

Value POS Smoker

3 Single	\$ 914.60
1 Emp & Child	\$ 500.64
1 Emp & Spouse	\$ 615.47
0 Family	
<b>TOTAL</b>	<b>\$2,030.71</b>

**Total October Bill \$116,090.03**

**Quarterly unemployment costs for September 2011: \$38,885.18**

**FMLA/WC:**

4 employees currently out on FMLA.

5 employees have pending FMLA packets (packets request & sent waiting to receive from paperwork back from employee)

6 open WC cases

**Administrative Leave:** 1 person on Administrative Leave



**MARK MOSER, CPA - CHIEF FINANCIAL OFFICER**

**NORFOLK COMMUNITY SERVICES BOARD**  
**Statement of Revenues, Expenses, and Changes in Net Assets**  
**FY2012 YTD thru October 31, 2011**

	YTD Results Vs. Budget			Year End Projection Vs. Budget		
	Actual	Budget	Over/ (Under)	Year End Projection	Full Year Budget	Over/ (Under)
<b>Operating Revenue:</b>						
Client fees and insurance reimbursements	1,976,308	2,535,960	(559,652)	6,415,000	7,607,880	(1,192,880)
Contract revenue	85,625	130,662	(45,037)	891,985	391,985	500,000
Total revenues	2,061,933	2,666,622	(604,689)	7,306,985	7,999,865	(692,880)
<b>Expenses:</b>						
Personnel	5,814,298	5,886,858	72,561	17,026,575	17,367,575	341,000
Operating costs	356,066	405,773	49,707	1,205,318	1,217,318	12,000
Services	1,555,686	1,745,073	189,387	5,175,218	5,235,218	60,000
Equipment	4,274	8,614	4,340	25,842	25,842	-
Depreciation	81,622	83,860	2,238	251,580	251,580	-
General relief	220,770	219,684	(1,086)	659,052	659,052	-
All Purpose Appropriations	-	-	-	-	-	-
Total expenses	8,032,716	8,349,862	317,146	24,343,585	24,756,585	413,000
Operating income	(5,970,783)	(5,683,240)	287,543	(17,036,600)	(16,756,720)	485,000
<b>Non-operating income:</b>						
Appropriations from the Commonwealth of Virginia	3,269,208	3,457,588	(188,380)	10,372,764	10,372,764	-
Appropriations from the Federal Government	975,318	882,875	92,443	2,648,626	2,648,626	-
Appropriations from the City of Norfolk	950,333	950,333	(0)	2,851,000	2,851,000	-
Investment income	461	-	461	15,000	15,000	-

Gain on sale of investments	-	-	-	-	-	-
Other	221	5,000	(4,780)	-	-	-
	5,195,541	5,295,797	(100,255)	15,887,390	15,887,390	-
Change in net assets	(775,242)	(387,443)	(387,799)	(1,149,210)	(869,330)	(279,880)
Net assets:						
Beginning of period	6,926,146			6,926,146		
Ending of period	6,150,904			5,776,936		

**Notes:**

**Actuals**

The biggest contributor to the poor YTD results is the Fee Revenue (under Budget by apx \$560K YTD). This is due to 2 major factors. The payer mix and productivity. The CSB continues to have high demand and access to services by a higher % of uninsured consumers. In addition, productivity continues to be less than optimal.

**Projections**

Contract Revenue Projected to come in \$500K higher due to the beginning of Primary Care Grant. Additionally Fees is increased by \$60K in projected operating revenue from services. Offsetting costs of \$240K in personnel and \$125K in operating costs are included on the expense side.

TLC will be discontinued in December. Lost Fees are projected to decrease revenue by \$80K but cost savings should equate to approximately \$244K

Further reductions in guards starting in December will decrease service costs by \$60K by year's end

Personnel costs of \$135K are reduced due to capitalization of wages for the E H R implementation

Personnel costs of \$98K are reduced due to discontinuance of the Youth In Home Program

Personnel costs of \$148K are reduced due to the elimination of vacant positions

Operating Costs of \$93K are reduced due to the reduction in fleet size

**Other Recommendations**

Productivity Rates are unsustainable. An immediate 10% increase in productivity agency wide would yield a revenue lift of approximately \$500K before FYE

Several ancillary programs have been identified as non-sustainable. If determined not to be mission critical, these programs should be immediately altered to become sustainable or eliminated in favor of core and mandated services.

Market to insurance to drive higher % of insured in fee payer mix

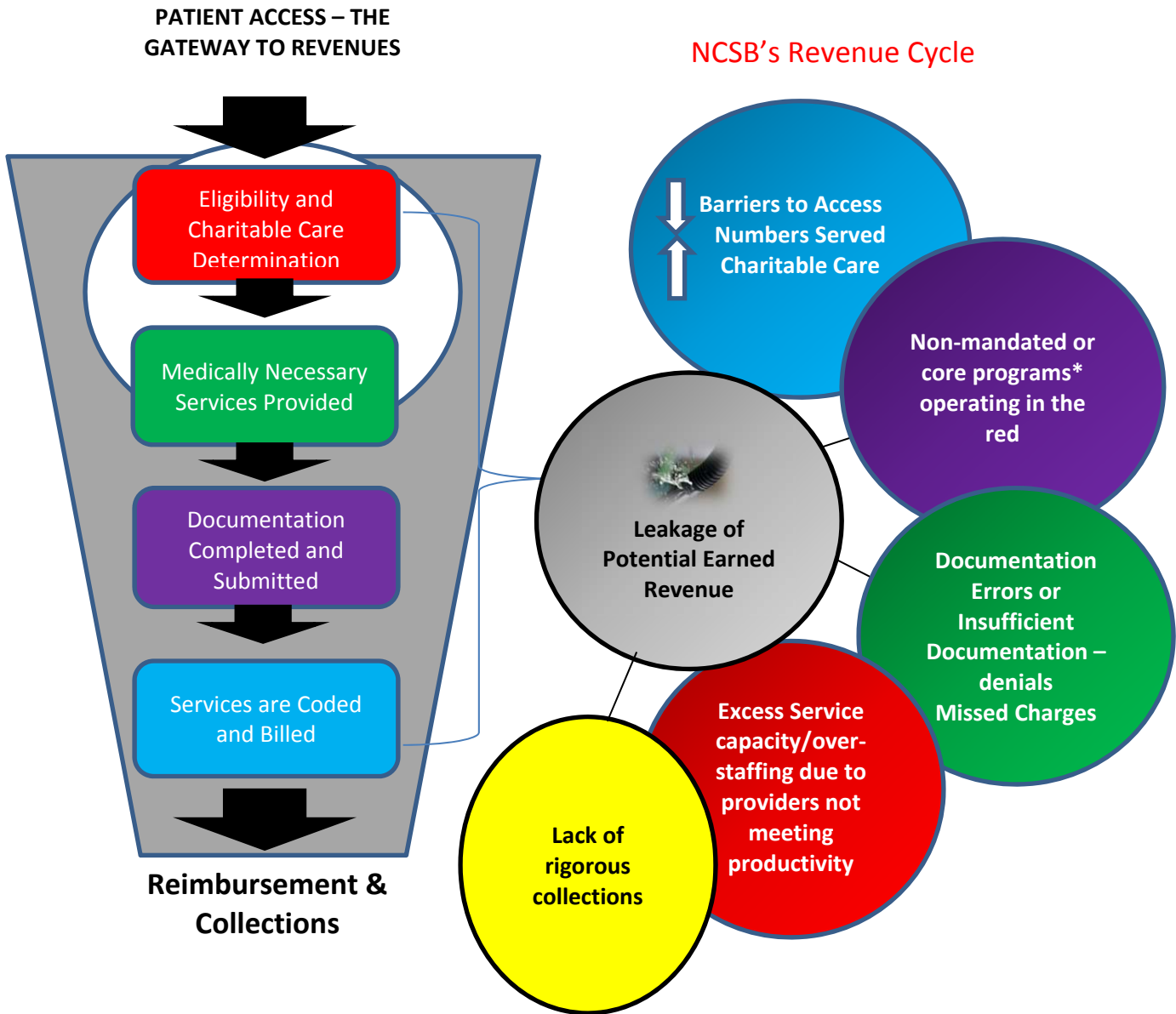
Continue to explore alternative revenue sources

Continue to rigorously examine complete revenue cycle to capture all revenue opportunities and reduce write offs



## B. EXECUTIVE DIRECTOR'S ANALYSIS

The following is a diagram of NCSB's Revenue Cycle:



\* Ancillary Programs (those programs non-mandated or core services) that are operating with financial losses:

- Unit 105 Case Management (mandated to level of available resources)
- Unit 109 Therapeutic Learning Center
- Unit 111 Supportive Living Program – Guy Ave
- Unit 116 PACT (provisional license)
- Unit 117 Supportive Living Program – General



## Recommendations:

1. Increase access to care and intake productivity
2. Market to individuals and insurances with a means of payment
3. Complete EHR implementation
4. Close ancillary programs deemed unsustainable
5. Review services capacity and right size staff
6. Hold staff and management accountable to productivity standards and utilization management
7. Executive Team needs to rigorously review revenue cycle and month A/R and establish acceptable performance measures
8. Explore alternative revenue streams – Certification for NISH funding and supportive employment contracts

This report is respectfully submitted by,

*Maureen Womack*

Maureen Womack

**BEHAVIORAL HEALTHCARE PARTNERSHIP OF VIRGINIA, INC.**

**MEMBERSHIP AGREEMENT**

THIS AGREEMENT, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Behavioral Healthcare Partnership of Virginia, Inc. (hereinafter referred to as "BHPV") and THE NORFOLK COMMUNITY SERVICES BOARD (hereinafter referred to as "CSB").

WHEREAS, BHPV is a nonstock corporation organized and existing under the laws of the Commonwealth of Virginia, which has as one of its primary objectives the establishment of an association of Community Services Boards to participate in one or more programs for the delivery of high quality mental health, mental retardation, substance abuse and related services (hereinafter collectively referred to as "behavioral health services") on a cost-effective basis; and

WHEREAS, BHPV has entered or will undertake to enter into Service Agreements with insurance companies, employers, managed care companies and other Payors in order to offer behavioral health services to clients for whom such Payors provide health care benefits; and

WHEREAS, CSB is a duly established Virginia Community Services Board, or Authority created pursuant to Chapter 5 of Title 37.2, formerly, Chapter 10 of Title 37.1 of the *Code of Virginia*, 1950, as amended; and meets the other criteria for membership in BHPV;

WHEREAS, the parties desire to enter into this Membership Agreement (the "Agreement") in order to define the terms of their relationship.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is agreed between the parties as follows:

**I. DEFINITIONS**

A. Member means a Community Services Board or Authority duly authorized in Virginia, which has entered into a written Membership Agreement with BHPV. — This Agreement makes

CSB a member of the association of Community Services Boards contemplated herunder.

B. Service Agreement means an agreement between any Payor and BHPV, or an affiliate of BHPV (including a joint venture or partnership in which BHPV is a partner), under which BHPV (or such affiliate) agrees to arrange for the provision of Covered Services to clients in consideration of certain benefits from Payor.

C. Payor means any entity that has entered into a Service Agreement, including, but not limited to, an employer, managed care company, insurance company, health maintenance organization, preferred provider organization, prepaid health plan, self-funded employee benefit plan or medical benefit plan administered by a third party administrator.

D. Services Summary means a written notice or notices from BHPV to CSB setting forth the names of Payors whose clients are entitled to receive behavioral health services under a Service Agreement and specifying the nature and extent of the Covered Services and other material terms of such Service Agreement. Each Services summary shall include, among other things, any advance notification and authorization procedures imposed by the Payor and the procedure for submitting claims for Covered Services.

## **II. OBLIGATIONS OF BHPV**

A. Membership Development. BHPV shall maintain a current roster of its Members which shall include each Member's name, address and such other information as BHPV may from time to time deem necessary and appropriate.

B. Contracting. BHPV agrees to use its best efforts to enter into Service Agreements, whereby Members will provide behavioral health services to clients of such Payors. BHPV may structure fee arrangements with Payors. However, all fee arrangements shall be based on BHPV's fee schedule, as amended from time to time.

C. Services Summary. BHPV agrees to transmit, or to request any affiliate contracting with

a Payor to transmit to CSB a Services Summary with respect to each Service Agreement, which Services Summary shall set forth in reasonable detail the material terms of the Service Agreement under which CSB shall provide Covered Services to clients of the Payor.

D. Business Associate Agreement. Pursuant to the requirements of the HIPAA and HI-TECH regulations, BHPV shall execute a Business Associate Agreement in conformity with the agreement hereto attached, that names CSB as the healthcare provider and BHPV as the Business Associate.

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### III. OBLIGATIONS OF CSB

A. Election to Accept Service Agreement. Upon obtaining a Service Agreement, BHPV shall immediately notify CSB and provide CSB with a copy of the Service Agreement, including a copy of the Compensation Schedule set out in or negotiated by the BHPV as a part of the Service Agreement covering the Covered Services. CSB shall have a period of thirty days from the date of mailing of the Service Agreement to provide written notice to BHPV of its ~~acceptance of desire to provide services under~~ the Service Agreement. Should CSB fail to so notify BHPV of its ~~acceptance of interest in~~ any Service Agreement, it shall be deemed to have rejected the Service Agreement. If the CSB ~~accepts the Service Agreement within the above noted time period, it shall be deemed bound by all terms and conditions of the Service Agreement applicable to CSB and shall otherwise comply with all terms of this Agreement as they may be applicable to such Service Agreement.~~ notifies BHPV that it is desirous of providing services under the Service Agreement, CSB and BHPV shall promptly endeavor to reach agreement on the terms of the services. Should CSB reject, as hereinbefore provided, any Service Agreement, CSB agrees that it will not be identified as a participating provider under such Agreement or in any service summary provided by or on behalf of BHPV to clients under such Service Agreement and that it will receive no reimbursement pursuant to the Service Agreement or this Agreement for any services rendered to any clients thereof; and CSB shall not hold itself out as, nor advise any client under such Service

Agreement or that it otherwise is obligated by any of the terms and conditions thereof.

B. Services. (1) In the event that CSB agrees to provide ~~to clients services;~~ under any Service Agreement ~~not rejected by CSB~~ as hereinbefore provided, through its employees and independent contractors, ~~those behavioral health services which are ordinarily and customarily performed by providers such as CSB's and which are deemed necessary in CSB's judgment.~~ All services shall be provided in accordance with generally accepted clinical, legal and ethical standards governing CSB and its employees and independent contractors.

C. Compliance with Laws, Rules and Regulations.

(1) CSB agrees to be bound by and comply with the provisions of any and all federal and state laws, rules or regulations which may from time to time apply to this Agreement or CSB's activities under this Agreement and with any and all Bylaws, operating policies and procedures and rules and regulations of BHPV as from time to time may be in effect, and approved by the membership.

(2) To the extent permitted by law, CSB agrees that all materials related to practice guidelines, pricing structure, BHPV's contracts, utilization and quality review and/or the internal functioning of BHPV are confidential and proprietary. CSB agrees to maintain the confidential nature of such materials and to return any materials provided to CSB by BHPV pursuant to this Agreement upon any termination of this Agreement.

(3) To the extent permitted by law, BHPV agrees that all materials related to practice guidelines, pricing structure, CSB contracts, utilization and quality review and/or the internal functioning of CSB are confidential and proprietary. BHPV agrees to maintain the confidential nature of such materials and to return any materials provided to BHPV by CSB pursuant to this Agreement upon any termination of this Agreement.

(4) BHPV agrees that to the extent that the Virginia Freedom of Information Act (FOIA) is inconsistent herewith, FOIA governs and supersedes any contractual provision herein.

D. Professional Requirements. It is mutually agreed that CSB will assure that its professional employees and independent contractors (hereinafter collectively "Providers") adhere to the following requirements in connection with their practice and professional credentials:

(1) Providers shall at all times be and remain duly licensed or certified if required to practice their specialty and/or profession in the Commonwealth of Virginia, and shall at all times be and remain in good professional standing. Evidence of any required licensure or certification shall be submitted to BHPV upon request.

(2) Consistent with applicable federal and state laws, CSB shall immediately notify BHPV, in writing: (i) if any Provider at any time fails to comply with the foregoing professional requirements; (ii) if any inquiry, hearing, investigation or other proceeding is commenced against CSB or any Provider by any licensing or certifying agency or board, professional society, hospital or governmental agency; or (iii) if any action is taken (whether voluntary or involuntary) to suspend, revoke, diminish, terminate or relinquish, or if any probation is imposed with respect to, any Provider's license or certification to practice in any state or Provider's clinical privileges at any hospital. BHPV will keep all such matters confidential, except as may otherwise be required by law.

(3) CSB agrees to use a uniform claims processing system (at whose cost will that be provided?) specified by the BHPV for all services covered under this agreement. For each Service Agreement accepted by the CSB, CSB agrees to accept payment as specified in the respective Service Agreement negotiated between each Payor and the BHPV.

E. Use of Member Information. CSB agrees that its name, address, telephone number and a description of its services may be used in advertisements by BHPV and in materials published and distributed to clients, potential clients, Payors and others by BHPV in its discretion.

F. Medical Records. (1) CSB agrees to prepare, maintain, protect the confidentiality of, release and transfer all appropriate medical records for clients in accordance with all applicable state

and federal laws and requirements and BHPV's policies and procedures.

(2) Consistent with both federal and state laws, both parties to this agreement shall have access at reasonable times upon demand to the books, records and papers of each party relating to the services provided to clients and to the payments received by either party from clients, or payors, or other designated persons or entities on their behalf . However, such "books, records and papers of each party relating to the services provided to clients and to the payments received by either party from clients, or Payors, or other designated persons or entities on their behalf" shall be limited to those covered by and related to this agreement. Both Parties further agree that their obligations to keep and provide such records shall not terminate upon termination of this Agreement, for whatever reason.

G. Insurance. CSB shall at all times during the term of this Agreement maintain with an insurance carrier licensed and authorized to operate in Virginia or through a comparable state operated insurance risk pool approved by BHPV: (i) professional liability insurance coverage in an amount as may be from time to time established as the "cap" or limit on medical malpractice judgments under Virginia law covering CSB and all providers rendering services pursuant to this Agreement; and (ii) public liability insurance covering CSB's office premises in amounts not less than those ~~approved by the BHPV and~~ required by Virginia law. CSB shall, upon request, within thirty days, provide to BHPV certificates or other evidence of insurance evidencing such coverage. Provider further agrees that BHPV shall be given thirty days prior written notice of any cancellation, modification or termination of the above referenced insurance coverage. If during the term of this Agreement, CSB maintains professional liability insurance on a "claims incurred" basis, CSB will also maintain sufficient "tail" insurance to assure full coverage.

Notwithstanding the foregoing paragraph any single jurisdiction CSB not maintaining insurance as described above may, alternatively, provide written confirmation of comparable coverage through its municipality.

H. Membership Fee and Dues. CSB agrees to pay ~~any \$\$\$\$\$\$ in monthly; or quarterly installments, or one , or annual payment dues in such amount and by such date as the Board of Directors of BHPV, with the approval of the Members, may determine.~~

#### **IV. REPRESENTATIONS AND WARRANTIES OF BHPV**

A. BHPV represents and warrants to CSB that BHPV is a duly organized, qualified and existing tax-exempt, non-stock corporation, in good standing under the laws of the Commonwealth of Virginia, and that it has the power to own property and carry on its business as it is now being conducted and is empowered and duly authorized to accept and execute this Agreement.

B. BHPV warrants and represents to the CSB that no other member has any materially different terms in their membership agreement.

#### **V. REPRESENTATIONS AND WARRANTIES OF CSB**

CSB represents and warrants to BHPV as follows:

A. Any material information provided to BHPV, or any duly authorized committee thereof, in connection with its application for membership and this Agreement and at any time thereafter with respect to credentialing, utilization review, quality assessment and peer review is, and will be, to the best of CSB's knowledge, true and complete as of the date such information is given and does not, and will not, omit any material facts necessary to make such information not misleading;

B. CSB has, and shall maintain throughout the term of this Agreement, all requisite licenses, certifications and other authorizations from the Virginia Department of Behavioral Health and Developmental Services, Mental Retardation and Substance Abuse Services or any other official or professional boards or bodies having authority over CSB's operations.

C. The CSB and its Providers have disclosed any and all threatened or pending disciplinary or corrective action or proceeding by any licensing or certifying agency or board, hospital,

professional, or governmental agency;

D. CSB has the power to own its own properties and carry on its business as it is now being conducted and is empowered and duly authorized to enter into this Agreement; and

E. The execution and delivery of this Agreement and compliance with the provisions hereof by CSB will not in any material respect conflict with or constitute a default on the part of CSB (immediately, with notice or the passage of time, or otherwise) under any agreement or instrument to which CSB is a party or is subject or under any applicable law, rule, regulation, court order or decree to which CSB is subject.

## VI. TERM AND TERMINATION

A. Term. The initial term of this Agreement shall be for a period commencing on the date accepted by BHPV and ending one year thereafter, and shall renew from year to year thereafter, unless either party gives written notice of its intention not to renew this Agreement at least one hundred and twenty days prior to the end of the then current term.

B. Termination Without Cause. Either party may terminate this Agreement without cause upon one hundred and twenty days prior written notice to the other party.

C. Termination for Cause. (1) BHPV shall have the right to terminate this Agreement at any time upon the happening of any of the following: (i) CSB's failure or refusal to perform its duties; (ii) CSB's willful breach or repeated failure to observe the Articles of Incorporation, the Bylaws or any BHPV rule, regulation, policy or procedure; (iii) the taking of any disciplinary or corrective action against CSB ~~or any Provider by any licensing or certifying agency or board,~~ government agency, professional society, or hospital, including but not limited to, termination, suspension, revocation, or relinquishment of, the limitation or reduction of, or probation with respect to, ~~any Provider's license or certification to practice in any state, or such Provider's clinical~~ privileges at any hospital; (iv) CSB's breach or default of any of the terms of this Agreement (other

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than those requiring immediate termination of this Agreement under subparagraph (1) of this Paragraph (c), including but not limited to, the failure to substantially comply with BHPV's utilization review, quality assessment or peer review plans or procedures or the failure to notify BHPV as required in Section III C(2); (v) conviction of any of CSB's Providers of a felony or a misdemeanor involving moral turpitude; (vi) CSB's making a material misrepresentation to BHPV in connection with its application for membership or in connection with the acceptance and execution of this Agreement, or at any time thereafter in connection with utilization review, quality assessment or peer review or renewal or termination of this Agreement; (vii) CSB's ~~or any of its Provider's~~ commission of any act of fraud, as determined by BHPV's Board of Directors, whether related to the provision of professional services or otherwise, against either BHPV, its officers or directors, or against any Payor; or (viii) the inability of CSB, for any reason, to meet the requirements of this Agreement; (ix) conduct of CSB ~~or any of its Providers~~ which, in the reasonable exercise of BHPV's discretion, is deemed to constitute an immediate threat to the continued good health, life or safety of any client; (x) cancellation of CSB's coverage or insurability under or by any professional liability insurer; (v) failure of CSB to pay in full any installment of the initial membership fee and/or any dues within thirty days after their due date unless the provision is waived by BHPV in its sole discretion; or (xi) if CSB for any reason otherwise becomes ineligible for membership in BHPV.

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(2) CSB shall have the right to terminate this Agreement, effective ~~thirty days~~ immediately following notification of BHPV by CSB, upon the happening of either of the following: (i) BHPV's failure to maintain in good standing its authority to transact business in the Commonwealth of Virginia; or (ii) a material breach or default by BHPV, which material breach or default continues uncured for a period of thirty days after written notice is given to BHPV specifying the nature of the breach or default and requesting that it be cured; or (iii) the loss of any governmental or other required third-party authority to transact the business contemplated hereby;

or (iv) any action by BHPV, in violation of local, state or federal law.

(3) Upon receiving notice of termination of the Agreement by BHPV for any of the causes set forth in subparagraph (21) of this Paragraph (c), CSB shall have ten days to request, in writing, an informal meeting with the Board of Directors of BHPV regarding the reasons for such termination. If such meeting is timely requested, the termination of this Agreement shall not be effective until the Review Panel provided for herein, renders its decision. Upon receiving such written request, BHPV's Board of Directors shall designate a Review Panel, composed of five Members, at least one of whom shall be a member of BHPV's Board of Directors. No one shall be a member of the Panel who was involved in any of the charges against CSB or the Provider. If the Review Panel is convened, CSB shall have the right: (i) to advance notice of the specific charges; (ii) to advance notice of the complaining witnesses; (iii) to appear and present written or oral evidence and explanation; and (iv) to call and examine or cross-examine any witnesses. The decision of a majority of the Review Panel with respect to termination of this Agreement shall be final, and CSB shall have no further right to contest the termination of this Agreement. ~~CSB shall have no right to a hearing or any other procedural rights other than the meeting described in this subparagraph.~~

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D. Rights and Obligations Upon Termination. Upon termination of this Agreement as specified herein, the rights of each party shall terminate; provided, however, that such action shall not relieve CSB of the obligations hereunder imposed with respect to any Service Agreements in effect at the time of termination.<sup>7</sup> Anything herein to the contrary notwithstanding, the parties expressly agree that the provisions of Paragraphs (a), (b) and (e) of Section VII below shall in all cases survive termination of this Agreement.

## VII. MISCELLANEOUS

A. Claims and Indemnification. (1) CSB agrees that the BHPV is not responsible for any

acts or omissions by the CSB or by its agents, providers or other employees in the practice of their profession, and further agrees to defend itself in any legal action and pay any claims, settlements, judgments and/or costs and expenses growing out of its operation. Nothing in this Agreement shall impute or transfer any such responsibility to BHPV, its officers, directors, Members, agents, or employees. Similarly, BHPV agrees the CSB is not responsible for the BHPV's own acts or omissions by and through its agents and employees and further agrees to defend itself in any legal action and pay any claims, settlements, judgments and/or costs arising from its operations. Nothing in this Agreement shall impute or transfer any such responsibility to CSB.

(2) Both parties agree to immediately notify one another of any substantial complaints (whether in the form of a letter, notice of claim, notice of intention to commence a lawsuit, or lawsuit) which arise out of the performance, or lack of performance, of any Covered Services performed or to be performed by CSB or BHPV and which are not resolved to the complaining party's satisfaction in thirty days.

B. ~~Release from Liability.~~ (1) ~~To the fullest extent permitted by law, CSB hereby extends to BHPV, its officers, directors and any of its authorized committees (including any Review Panel designated pursuant to Section VI(c)(4)) and to the individual members thereof, and to any third party providing information in response to a request from the foregoing persons or committees, absolute immunity and release from any and all liability arising from any acts, communications, reports, recommendations or disclosures involving CSB which are made or performed in good faith in the course of peer review, including, but not limited to; (i) the consideration of, and any action taken with respect to, the acceptance and execution of this Agreement; (ii) the periodic review or consideration of the renewal of this Agreement; (iii) utilization and quality assessment review; and (iv) consideration of, and any action taken with respect to, the termination of this Agreement.~~

~~(2) CSB agrees that BHPV shall not be liable to CSB, or to any entity which is wholly or partially owned by CSB or with which CSB is otherwise associated, by reason of any~~

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~~adverse effect on any retirement plan or other employee benefit plan maintained by CSB or any such entity resulting from CSB being a Member of BHPV or otherwise being associated with BHPV. Neither BHPV nor any other Member of BHPV nor any other person associated with BHPV shall be required to establish, amend or otherwise change any retirement plan or other employee benefit plan in order to avoid or mitigate any such adverse effect.~~

~~(3)~~1. To the fullest extent permitted by law, BHPV hereby extends to CSB, its officers, and directors and to the individual members thereof, and to any third party providing information in response to a request from the BHPV, ~~absolute immunity and~~ release from any and all liability arising from any acts, communications, reports, recommendations or disclosures involving BHPV which are made or performed in good faith in the course of performance related to Service Agreements, including, but not limited to; (i) the consideration of, and any action taken with respect to, the acceptance and execution of this Agreement; (ii) the periodic review or consideration of the renewal of this Agreement; (iii) utilization and quality assessment review; and (iv) consideration of, and any action taken with respect to, the termination of this Agreement.

~~(4)~~2. BHPV agrees that CSB shall not be liable to BHPV, or to any entity which is wholly or partially owned by BHPV or with which BHPV is otherwise associated, by reason of any adverse effect on any retirement plan or other employee benefit plan maintained by BHPV. Neither CSB nor any other Member of BHPV nor any other person associated with BHPV shall be required to establish, amend or otherwise change any retirement plan or other employee benefit plan in order to avoid or mitigate any such adverse effect.

C. Third Party Obligations. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to create or shall be construed as creating any rights to the benefit of or enforceable by any Payor or by any client, and no other person or entity shall be third party client with respect to this Agreement.

D. Independence of Parties. The relationship of BHPV and CSB is that of independent contractors. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between BHPV and CSB other than that of independent parties contracting with each other hereunder solely for the purposes of effecting the provisions of this Agreement. BHPV shall not exercise supervision, direction or control over the manner in which CSB provides behavioral health services to clients, except to assure compliance with the terms and conditions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, the employee or the representative of the other. BHPV shall not, on behalf of CSB, withhold any sums for federal or state income tax or other taxation, or for any other purpose whatsoever, and all such payments shall be the sole responsibility of and shall be made by CSB. CSB shall not be authorized hereby, nor shall CSB hold itself out as being authorized hereby, to contract for or on behalf of or to in any way obligate BHPV in any transaction.

E. Applicable Law

Unless otherwise preempted by federal laws and regulations, this Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. Should any litigation arise regarding this Agreement, venue shall be in the Circuit Court of the City of Norfolk, Virginia unless otherwise required by law.

~~Arbitration. In the event a dispute arises under this Agreement which cannot be satisfactorily resolved by the parties, the dispute shall be settled by arbitration in accordance with the rules and regulations of the American Arbitration Association, as then in effect. Such arbitration may be initiated by either party by making a written demand for arbitration on the other party within thirty days of the time such dispute arises. Within thirty days of such demand, the parties shall each designate an arbitrator and give written notice of such designation to the other party. Within ten~~

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~~days after receipt of such notices, the two arbitrators selected shall select a third arbitrator and give notice of the selection to both parties hereto. The three arbitrators shall hold a hearing and decide the matter within thirty days thereafter. The result of the arbitration shall be final and binding upon the parties hereto. Each party will bear the expenses of its designated arbitrator, and the parties shall share equally the expenses of the third arbitrator. Notwithstanding the foregoing, the following is expressly excluded from the operation of this arbitration clause: any counterclaim, cross claim or third party claim, in any suit against CSB, another Member or BHPV, for indemnity or contribution between CSB and BHPV arising out of the services rendered pursuant to this Agreement.~~

F. Business Records. Insofar as accounting and administrative books and records pertain to this agreement, CSB and BHPV each shall have the right upon request at reasonable times to inspect the other's books and records pertaining to Service Agreements. CSB and BHPV each shall maintain such financial accounting records as shall be necessary, appropriate or convenient for the proper administration of this Agreement in accordance with generally accepted accounting principles, consistently applied. The parties' rights and obligations under this provision shall not terminate upon termination of this Agreement, for whatever reason.

G. Nonexclusive Arrangement. CSB shall not be prohibited or restricted in any way by this Agreement from participating in any other health care provider network, preferred provider organization, health maintenance organization, independent physician's association or similar arrangement in addition to BHPV, or from dealing directly and individually with any person or entity, including a Payor.

H. Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery, to the parties at the addresses indicated below or at such address as may be designated by a party by notice given hereunder.

I. Assignment. This Agreement is not assignable by a party without the written approval of

the other party, except that the CSB may assign to its successor without BHPV's approval, should CSB be reorganized, in which event such reorganized entity would qualify as suceesor and approved assignee.

BHPV: Behavioral Healthcare Partnership of Virginia, Inc.

10307 West Broad Street

#195

Glen Allen, VA 23060

Attention: Tim Steller, Chair

CSB: Executive Director, Norfolk Community Services Board

(i) Delegation of Duties. Neither BHPV nor CSB shall, in a manner inconsistent with this Agreement, subcontract or otherwise delegate its or his duties under this Agreement unless the other party shall provide prior written consent.

(j) Amendments. This Agreement may be amended or modified by a written agreement executed by both parties. ~~Additionally, if BHPV shall give CSB written notice of any proposed amendment, upon the failure of CSB to object to the proposed amendment within thirty days of such notice, said amendment shall become and be deemed effective and agreed to.~~ In the event CSB objects to the proposed amendment, CSB shall have the right to terminate this Agreement upon ~~sixty days~~ written notice to BHPV.

(k) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, but may not be assigned by either party without the prior written consent of the other party.

(l) Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

(m) Entire Contract. This Agreement contains all the terms and conditions agreed upon between the parties hereto and shall supersede any and all prior understandings or agreements between the parties, whether written or oral, regarding the subject matter hereof.

(n) Context. All pronouns used herein are deemed to refer to be masculine, feminine, neuter, singular or plural as the context may require.

(o) Headings. All article, section or paragraph titles or captions in this Agreement are for convenience only and are not deemed part of the content of this Agreement.

(p) Interpretation. This Agreement shall be governed in all respects and construed in accordance with the laws of the Commonwealth of Virginia. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other term or provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CSB  
OF  
\_\_\_\_\_

BEHAVIORAL HEALTHCARE PARTNERSHIP  
VIRGINIA, INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

NORFOLK COMMUNITY SERVICES BOARD

By: \_\_\_\_\_

Its: executive director \_\_\_\_\_

Date:

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