

MEMORANDUM OF AGREEMENT
AMONG HEALTH PLANNING REGION II MEMBER ENTITIES
FOR REGIONAL PLANNING, SERVICE COORDINATION
AND SERVICE DELIVERY OF STATE-FUNDED SERVICES

THIS MEMORANDUM OF AGREEMENT ("2016 Agreement") is made this 29 day of April, 2016 between and among the following five Community Services Boards ("CSB") Alexandria Community Services Board ("ACSB"); the Arlington Community Service Board ("ArlCSB"); the Fairfax-Falls Church Community Services Board ("F-FCCSB"); the Loudoun County Community Services Board ("LCSB"); and the Prince William County Community Services Board ("PWCSB") (collectively, "the CSBs," "the parties").

This 2016 Agreement replaces, in full, the Memorandum of Agreement among Health Planning Region II Member Entities for Regional Planning, Service Coordination and Service Delivery of State-Funded Services dated 30th day of June, 2008.

WHEREAS, since the 1990's, the Virginia Department of Behavioral Health and Developmental Services ("DBHDS") has increasingly chosen to fund projects on a regional level; and

WHEREAS, the DBHDS 2016 Performance Contract with each participating party to this Agreement permits community Services Boards to operate regional programs in accordance with guidance set forth in those Performance Contracts; and

WHEREAS, The Commonwealth of Virginia has been divided by DBHDS into seven Health Planning Regions (HPR'S); and

WHEREAS, Health Planning Region II (HPR-II") consists of the five community services boards ("CSB") that are the parties to this 2016 Agreement – Alexandria, Arlington, Fairfax-Falls Church, Loudoun and Prince William – and the state facility – the Northern Virginia Mental Health Institute ("the state facility"); and

WHEREAS, the CSBs and the state facilities of HPR-II desire to create a process by which regional DBHDS projects and resources can be efficiently administered and prudently managed in a way that makes these regionally funded services available to all consumers in HPR-II in a fair and equitable manner;

NOW, THEREFORE, in consideration of the premises stated above, the parties do here by enter into this Agreement and mutually agree as follows:

1. SCOPE OF AGREEMENT

- A. This Agreement shall apply to all programs and projects that (i) are funded, in whole or in part, by DBHDS on a regional basis; and (ii) are intended for implementation in, or to serve consumers who reside in, HPR-II. Such programs include, but are not limited to:
- 1) Local Inpatient Purchase of Services (“LIPOS”)
 - 2) Regional Discharge Assistance Program (“RDAP”)
 - 3) Crisis Stabilization Units (“CSU”)
 - 4) Regional Educational Assessment Crisis Response and Habilitation (“REACH”)
 - 5) Children’s DD Crisis Service Programs
 - 6) Children’s Mobile Crisis Program (“CR2”)
 - 7) Regional Recovery Program (“Recovery”)
 - 8) Regional Older Adult Facilities Mental Health Support Team (“RAFT”)
 - 9) Regional Deaf Services
 - 10) Staff Training and Consultation
- B. The parties to this 2016 Agreement may enter into supplemental agreements that delineate details of the programs listed above. Supplemental agreements also may be needed for new programs not listed above. If there is a conflict between the subsidiary agreements and this 2016 Agreement, the terms of this 2016 Agreement shall control.
- C. All regionally funded DBHDS programs and projects in HPR-II shall provide services to the consumers of the five CSBs that are parties to this Agreement in rough proportion to the populations of the five geographic jurisdictions that comprise HPR-II.

2. REGIONAL CONSULTATION AND COORDINATION

A. Regional Management Group

- 1) The parties to this 2016 Agreement shall maintain the existing HPR-II Regional Management Group. The members of the Regional Management Group are and shall be (i) the ACSB executive director, (ii) the ArLCSB executive director, (iii) the F-FCCSB executive director, (iv) the LCSB executive director, (v) the PWCSB executive director, and (vi) the director, or acting director, of the Northern Virginia Mental Health Institute. Each member of the Regional Management Group may designate an employee to serve in the director’s place. Actions of the Regional Management Group shall be by majority vote of only the executive directors of the signatory HPR-II CSBs as set forth in 2.A.1 (i) through (v) above, or their designees. The members of the Regional Management Group who are directors, or their designees, of the state facilities as set forth in 2.A.1 (vi) and (vii) above, shall be non-voting members.
- 2) The Regional Management Group shall coordinate and supervise the administration of all regionally funded DBHDS programs and projects that fall within the scope of this 2016 Agreement, or any supplemental agreements as set forth in 2.B. above.

The Regional Management Group shall meet and confer on a monthly basis, or more often if requested by a majority of Regional Management Group voting members. The parties agree to cooperate in the oversight and operation of regionally funded DBHDS programs and projects.

- 3) The Regional Management Group shall adopt, by majority vote of the voting members, procedures to be followed to implement a regional program and jointly manage the use of regional program funds on a regional basis. Regional program funds may be used to support activities of the Regional Management Group, the Northern Virginia Regional Projects Office and the Regional Utilization and Consultation Review Team described below. Within the allocation of funds for the regional program, funds may be expended for any combination of services and supports to help assure the needs of the consumers who reside in HPR-II are met in the community.
- 4) The parties agree that decisions regarding the staffing of a regionally funded DBHDS project or program shall be made by a majority vote of the Regional Management Group's voting members. Staff for regionally funded DBHDS programs and projects may be drawn from existing employees of the parties.

B. Regional Projects Staffing

- 1) The Regional Management Group will continue to authorize the employment of the Regional Projects Office staff by the F-FCCSB to be paid from funds provided for regional programs from DBHDS. The Regional Office employees consist of:
 - a. Regional Projects Director, Service Director
 - b. Regional Crisis Manager, Mental Health Manager
 - c. Regional Clinical Supervisor, Mental Health Sup/Spec
 - d. Regional Financial Analysis, DHS Financial Specialist II
 - e. Regional Admin Assistant, Admin Asst. III
- 2) Additional staffing may be needed as other programs are created for oversight and in some cases direct operations. The Regional Management Group may authorize the employment of additional positions as needed with regional program funds by a majority vote of the voting members.
- 3) The Regional Management Group, by a majority vote of the voting members shall specify the job duties and responsibilities of and supervise the Regional Projects Director. At a minimum, such job duties shall include:
 - a. administrative and clinical oversight of Regional Programs;

- b. liaison duties across the five CSBs within specific departments (examples include but are not limited to ES, Aftercare, and ID);
 - c. liaison duties between the five CSBs, the state facilities and DBHDS;
 - d. contract oversight and development;
 - e. utilization review and state reporting requirements;
 - f. financial management; and
 - g. compliance with State Performance Contracts for Regional Projects.
- 4) The Regional Projects Director, in collaboration with the Regional Management Group, shall specify the job duties and responsibilities of F-FCCSB employees assigned to the Regional Projects Office.
 - 5) The Regional Projects Director in collaboration with the Regional Management Group shall be responsible for supervising Fairfax-FCCSB employees assigned to the Regional Projects Office.
 - 6) The Fairfax County Department of Human Services (“DHS”) and the Fairfax County Office of Finance (“OOF”), in collaboration with the Regional Projects Director and the Regional Management Group, shall specify the job duties and responsibilities of OOF staff assigned to the Regional Projects Office.
 - 7) The DHS and the OOF in collaboration with the Regional Projects Director and the Regional Management Group shall be responsible for supervising DHS staff and OOF staff assigned to the Regional Projects Office.

C. Regional Utilization Review and Consultation Team

- 1) The Regional Management Group shall maintain a Regional Utilization Review and Consultation Team pursuant to Va. Code Ann. § 8.01-581.16 of the Code of Virginia to, where applicable:
 - a. maintain current information to identify and track consumers served and services provided through the regional programs;
 - b. review the implementation of services developed through the regional program to ensure that the services are the most appropriate, effective, and efficient services that meet the clinical needs of the consumer and report the results of these reviews to the Regional Management Group;
 - c. identify opportunities for two or more of the Boards of the five CSBs to work together to develop programs or placements that would, when appropriate, permit consumers to be discharged from the state facilities or enhance community capacity through new services or expansions of existing services;

- d. promote the most efficient use of scarce and costly services; and
 - e. carry out other duties or perform other functions assigned by a majority vote of the voting members of the Regional Management Group.
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- 2) The Regional Utilization Review and Consultation Team shall consist of representatives from the Boards of the CSBs who are parties to this 2016 Agreement, the state facilities, the Regional Projects Director, and others as may be appointed by a majority vote of the voting members the Regional Management Group.
 - 3) The Regional Utilization Review and Consultation Team shall meet monthly or more frequently when necessary. All proceedings, minutes, records, and reports and any information discussed at these meetings shall be maintained confidential and privileged, as provided in Va. Code Ann. § 8.01-581.17 of the Code of Virginia. On a quarterly basis, private partners may be included in these meetings. These private partners may include but are not limited to CSUs, REACH, Child Mobile Crisis and Hospital Partners.

D. Regional Program Models

- 1) HPR-II will employ one of the four program models described in the Core Service Taxonomy 7.3 Appendix E in its approach to each regional program and service, see <http://www.dbhds.virginia.gov/library/community%20contracting/occ-2010-coreservicestaxonomy7-2v2.pdf>.
- 2) The Regional Management Group will determine by a majority vote of the voting members the most appropriate and efficient approach of these four program models for each regional program.
- 3) Many regional programs have several secondary/supplemental program components for full implementation. These secondary/supplemental programs shall use varying approved program models based on appropriateness and efficiencies in the region as determined by a majority vote of the voting members of the Regional Management Group.

3. RESPONSIBILITIES OF THE INDIVIDUAL PARTIES

- A. Each party will have their employees provide and/or monitor services to consumers who receive funding for regional projects and programs.

- B. Each party shall receive legal advice, legal representation, and indemnification, as needed, pursuant to each party's policies and procedures and/or through agreements with their own respective jurisdictions.
- C. Each party shall solely determine the duties, salary and benefits and shall have general supervision of their employees performing duties and functions pursuant to this Agreement, and each party shall provide legal advice, legal representation and indemnification pursuant to each party's policies and procedures.
- D. Requirements of each party's staff for the various regional projects and programs will be outlined in a separate Memorandum of Agreement, as needed.

4. COMPLIANCE WITH APPLICABLE LAW

The parties agree that they shall comply with all applicable provisions of state and federal law and regulations. Each party shall comply with or fulfill all provisions or requirements, duties, roles, or responsibilities in its current Community Services Performance Contracts with DBHDS in its implementation of this Agreement. If there is any conflict between any provision of this Agreement and the party's current Community Services Performance Contract with DBHDS, the Community Services Performance Contract with DBHDS shall control.

5. NO CAUSE OF ACTION AND NO GUARANTEE TO SERVICES

This 2016 Agreement is for the sole benefit and convenience of the parties and does not create a cause of action or claim, or guarantee a right to services for any individual, consumer or client, or person or entity not a party to this 2016 Agreement.

6. INABILITY TO BIND OTHER PARTIES

Nothing in this 2016 Agreement shall be construed as authority for any party to make commitments that will bind the other parties to this 2016 Agreement beyond the scope of this 2016 Agreement. Furthermore, the parties shall not assign, sublet, or subcontract any work related to the 2016 Agreement or any interests it may have herein, if any, without the prior approval by a majority vote of the voting members of the Regional Management Group.

7. MODIFICATION OF AGREEMENT

No alteration, amendment, or modification in the provisions of this 2016 Agreement shall be effective unless it is in writing, signed by the parties, and attached hereto.

8. PROHIBITION OF DISCRIMINATION

The parties shall not discriminate against any person on the basis of race, color, gender, sexual orientation, religious creed, ancestry, age or national origin.

9. PRIVACY OF PERSONAL INFORMATION AND HIPPA COMPLIANCE

- A. The parties to this 2016 Agreement agree to maintain all protected health information (PHI) received about consumers as confidential and agree to disclose that information only in accordance with applicable state and federal laws and regulations, including the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Virginia Health Records Privacy Act, the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers of Mental Health, Mental Retardation and Substance Abuse Services, and each party's own Privacy Policies and Practices. To the extent any conflict exists between any such regulation or practice, state and federal law and regulations shall control.
- B. Even though each party may not provide services directly to each of the consumers served through this 2016 Agreement, the parties may disclose the PHI of consumers to one another to the extent provided by law under Va. Code Ann. §§ 32.1-127.03 and 37.2-804.2, 45 C.F.R., Part 164-Security and Privacy, including but not limited to §§164.502 (a)(1)(ii) and (vi), 164.506 (a), and 164.512 (k)(6)(ii) in order to perform their responsibilities under this 2016 Agreement including coordination of the services and functions provided under this 2016 Agreement and improving the administration and management of the services provided to the consumers served hereunder.
- C. In carrying out their responsibilities under this 2016 Agreement, the parties may use and disclose PHI to each another to perform the functions, activities or services specified in this 2016 Agreement on behalf of another party, including utilization review, financial and service management and coordination, and clinical case consultation. In so doing, each party agrees to:
- 1) not use or further disclose PHI other than as permitted or required by the terms of this 2016 Agreement or as permitted or required by law;
 - 2) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this 2016 Agreement and all applicable laws and regulations;

- 3) report to all other parties any use or disclosure of PHI not provided for by this 2016 Agreement and all applicable laws and regulations of which any party is aware;
- 4) impose the same requirements and restrictions contained in this 2016 Agreement on their subcontractors and agents to whom they provide or receive PHI, or PHI that is created or received by any party to perform any services, activities or functions on behalf of any party;
- 5) provide access to PHI contained in a designated record sent to any party, in the time and manner designated by any party, or at the request of any party, to the subject of the record in order to meet the requirements of 45 CFR 164.524;
- 6) make available PHI in its records to any party for amendment and incorporate any amendments to PHI in its records at the request of any party;
- 7) document and provide to each party information relating to disclosures of PHI as required to enable any party to respond to a request by the subject of the record for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
- 8) make their internal practices, books, and records relating to use and disclosure of PHI received from or created or received by any party on behalf of any other, available to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;
- 9) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that any party creates, receives, maintains, or transmits on behalf of any party as required by HIPPA Security Rule, 45 C.F.R. Part 160, 162, and 164;
- 10) ensure that any agent, including, but not limited to, a subcontractor, to whom any party provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect such PHI provided to the agent, including but not limited to, a subcontractor;
- 11) report to each party all security breaches or incidents of which any party is aware; and
- 12) at termination of this 2016 Agreement, if feasible, return or destroy all PHI received from or created or received by each party on behalf of any party that any party still maintains in any form and to ensure that no copies of such

information is retained by any party or, if such return or destruction is not feasible, extend the protections of this 2016 Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- D. Each party may use and disclose PHI received from any party, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business, but only if the disclosure of PHI for such purposes is required by law, or if the party obtains reasonable assurances from the party or agent, including but not limited to, a subcontractor to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the party or agent, including but not limited to, a subcontractor, and that the party or agent, including but not limited to, a subcontractor will notify each party of any instances of which it is aware in which the confidentiality of the information has been breached.
- E. A party is authorized to terminate this 2016 Agreement if it determines that another party has violated a material term of this 2016 Agreement.

10. TERM OF 2016 AGREEMENT

This 2016 Agreement shall be in effect beginning on February 1, 2016, and ending on June 30, 2017. This Agreement shall automatically renew each July 1st for a 12-month period unless terminated in writing as provided below.

11. TERMINATION

A party may terminate its obligations under this 2016 Agreement by giving each party 90 days written notice. The written notice shall be sent by certified mail to the then Executive Director of each party. If one or more of the parties gives notice of its desire to terminate the 2016 Agreement, each of the parties who did not give such notice of termination shall confer to determine whether the 2016 Agreement may continue in effect without the participation of the party or parties who gave the notice of termination.



Tisha Deeghan, Executive Director
Fairfax-Falls Church Community Services Board

4/29/2016
Date



Alan Wooten, Executive Director
Prince William County Community Services Board

4/29/16
Date



Suzanne Chis, Executive Director
City of Alexandria Community Services Board

4/29/16
Date



Beth Tschopp, Executive Director
Arlington County Community Services Board

4/29/16
Date



Margaret Graham, Executive Director
Loudoun County Community Services Board

4/29/2016
Date