FIRST AMENDMENT TO THE MEMORANDUM OF AGREEEMNT AMONG DBHDS REGION 2 ENTITIES FOR REGIONAL PLANNING AND CONSULTATION, SERVICE COORDINATION AND DELIVERY, AND FISCAL MANAGEMENT OF STATE-FUNDED SERVICES, DATED SEPTEMBER 15, 2022

THIS FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT AMONG DBHDS REGION 2 ENTITIES FOR REGIONAL PLANNING AND CONSULTATION, SERVICE COORDINATION AND DELIVERY, AND FISCAL MANAGEMENT OF STATE-FUNDED SERVICES is made this September 15, 2022, between and among the Alexandria Community Services Board ("Alex CSB"), the Arlington Community Services Board ("Arl CSB"), the Fairfax-Falls Church Community Services Board ("F-FCCSB"), the Loudoun County Community Services Board ("Lou CSB"), and the Prince William County Community Services Board ("PW CSB").

THIS FIRST AMENDMENT to the memorandum of agreement adds terms for REACH services and STEP-VA Outpatient Capacity Building and Crisis Training Coordination, Service Member, Veterans & Families, and Peer and Family Support services to the FY21 Region 2 Agreement, as required by DBHDS.

All terms and conditions outlined in the FY21 Region 2 Agreement remain in full force and effect.

NOW, THEREFORE, this first Amendment to the FY21 Region 2 Agreement adds the following:

1. REACH R2 Agreement defined in addendum B-2
2. STEP-VA Outpatient Capacity Building and Crisis Training Coordination; Service Member, Veterans & Families, and Peer & Family Supports program agreement defined in addendum E.

IN WITNESS WHEREOF, the parties have caused this Amendment to be dully executed, intending to bound there by.

DocuSigned by:
Margaret Graham
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09/19/2022 | 13:54:13 PDT

Margaret Graham, Executive Director
Loudoun County Community Services Board
Date

DocuSigned by:
Daryl Washington
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09/13/2022 | 10:30:02 PDT

Daryl Washington, Executive Director
Fairfax-Falls Church Community Services Board
Date

DocuSigned by:
Lisa Madron
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Lisa Madron, Executive Director
Prince William County Community Services Board
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Deborah Warren
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Deborah Warren, Executive Director
Arlington County Community Services Board
Date

DocuSigned by:
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09/13/2022 | 08:57:19 PDT

Phil Caldwell, Executive Director
City of Alexandria Community Services Board
Date

ADDENDUM B-2: REACH

I. PURPOSE

A. The purpose of this memorandum of understanding ("MOU") is to establish a collaborative framework to ensure the availability of appropriate crisis response services to individuals with developmental disabilities ("DD") and to define the roles and responsibilities of the Community Services Board ("CSB") participating affiliates.

B. The Regional 2 affiliate CSBs include the 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 five CSBs") and the Northern Virginia Mental Health Institute ("NVMHI").

C. The Virginia REACH Program is made possible by the award of restricted ongoing state general Developmental Services funds from the Virginia Department of Behavioral Health and Developmental Services ("DBHDS") and further defined by the Community Services Performance Contract, Exhibit D: Board Performance Measures: REACH Services Program.

II. AUTHORITY AND LEGAL STATUS:

A. Whereas the agencies listed above have legislatively-defined authority and legal status, this MOU will operate to outline coordination among the parties to operate REACH services for individuals with a developmental disability and co-occurring mental and/or behavioral health needs in Virginia.

B. This MOU will not replace or supersede any legislatively or locally established authority, legal status or responsibility of the agencies listed above. To the extent this MOU conflicts with the terms of each party's DBHDS Performance Contract or the publicly procured contract for these services, the terms of those contracts shall control.

III. REACH's ROLES AND RESPONSIBILITIES:

A. Purpose of REACH: REACH is designed to coordinate community based crisis prevention, crisis stabilization, and crisis intervention services to individuals diagnosed with developmental disabilities (DD) with co-morbid mental health and/or behavioral challenges. The goal of REACH is to promote effective service delivery. Whenever clinically appropriate and possible, REACH attempts to assist individuals to remain in their home or community placement through the use of crisis response, crisis prevention planning, systematic consultation, training, clinical consultation, and therapeutic respite.

B. REACH Staffing and Services: REACH staff will include a REACH Director, a Crisis Therapeutic Home (CTH) Manager, Clinical Oversight, Medical Director/Oversight, Nursing, Clinical Coordinators (license eligible), QMHPs/QDDPs, and direct support professionals, as agreed upon by the parties to this MOU. Funding for the REACH Program is made possible by funding from DBHDS and fees to be generated from Medicaid. All staff will be cross-trained by the program operator in the provision of services to individuals diagnosed with DD with co-occurring mental health or behavioral issues. REACH shall, within available resources:

   i. Provide 24-hour-a-day, 7-days-a-week timely response to the system of care in support of individuals with DD and co-occurring mental health or behavioral health care needs. For individuals in crisis, provide immediate telephonic access and in-person assessments within one hour (urban) or two hours (rural) of the request. The REACH team shall accept non-crisis referrals during normal business hours Monday-Friday and will

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"...this MOU will operate to outline coordination among the parties to create REACH services..."

Commented [A2]: Any other "superseding" agreements we should reference here?

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"Funding for the REACH Program is made possible by funding from DBHDS and fees to be generated from Medicaid."

attempt to assess all referrals within 10 business days of receipt of the REACH Referral packet.

ii. Provide mobile clinical treatment, assessment, prevention and stabilization services to include both
    1. emergency (hospital prevention, transition to community, and acute assessment and treatment) and
    2. crisis prevention (ongoing targeted support for the individual and provider for individuals with complex needs who primarily live with family members or other natural/unpaid supports).

iii. Provide short-term residential crisis stabilization in Crisis Therapeutic Home to include both
    1. emergency (hospital prevention, transition to community, and acute assessment and treatment) and
    2. crisis prevention (ongoing targeted support for the individual and provider for individuals with complex needs who primarily live with family members or other natural/unpaid supports).

iv. Provide services to DD individuals who reside in the catchment areas served by the Alexandria, Arlington, Fairfax-Falls Church, Loudoun, Prince William County Community Services Boards.

v. Oversee the development and implementation of individual, Crisis Education Prevention Plan.

vi. Provide support and technical assistance to partners in the community including but not limited to:
    1. Individuals and their families,
    2. Mobile Mental Health Crisis Teams,
    3. Residential and day providers, and
    4. Outpatient and inpatient MH and DD providers.
    5. Mental Health Hospitals

vii. Provide state-of-the-art assistance through a highly trained work force, access to experts in the field, linkages with local and national resources, and the commitment to ongoing consultation and training for both the REACH programs and their partners.

C. REACH does not replace any existing Emergency response/pre-screening responsibilities currently assigned to the CSBs. REACH will provide consultative phone access 24/7 regarding individuals served by the CSB Emergency Services' providers who are identified as having a developmental disability and who are in psychiatric/behavioral crisis. REACH will provide a face to face consultative crisis response to the CSB Emergency Services' providers within one hour for urban areas when the phone consultation deems this is needed.

D. REACH is a time limited service and does not provide on-going clinical services, Targeted Case Management, or permanent housing for individuals. All individuals accepted by REACH must also be currently participating or willing to participate with other developmental disability and or behavioral health services from the provider of their choice.

E. REACH does not guarantee all referrals will be accepted nor can it guarantee a bed will be available and/or deemed appropriate for all referrals. The REACH Director or designee shall have the final decision on any and admissions to REACH services. DBHDS reserves the right to dispute final decisions.

F. The REACH Director shall admit individuals to REACH based on program resources and clinical discretion regarding REACH's ability to serve the individual. Virginia REACH Crisis Therapeutic

Homes may share bed space across Regions when space is available and appropriate in one Region but not in the home Region of the individual in need of services.

IV. EACH CSB'S ROLES AND RESPONSIBILITIES:

A. Case Management

i. Case Management Overview: The CSB is the point of entry into the publicly-funded system of services for individuals with DD, with CSB case managers providing professional work in assessing client needs; developing, implementing and monitoring service delivery and assistance plans; coordinating and monitoring services with other agencies; counseling and assisting clients; and maintaining records, files, and preparing reports. CSB case managers will assist individuals with DD who present in their service area with co-morbid mental health and/or behavioral challenges and are at risk of or in crisis by:

1. Providing linkage information and referrals to Adult/Child REACH services
2. Including REACH in meetings to discuss plans for client care and services
3. Participating in relevant REACH trainings as appropriate

ii. Case managers will participate in team meetings for all individuals that contact REACH services; in addition, case managers will be actively involved in any cases admitted to the CTH, including participation in team meetings and aiding in the facilitation of discharge planning.

iii. Case managers will provide needed client specific information for consultations and follow through with consultant recommendations.

B. Emergency Services

i. Purpose of Emergency Services: Alexandria, Arlington, Fairfax-Falls Church, Loudoun, Prince William County Community Services Boards Emergency Services provides crisis intervention for individuals who are located within Region 2 and are experiencing a psychiatric crisis. The goal of Emergency Services is to collectively provide efficient and effective crisis interventions to assist individuals in addressing and overcoming the current crisis.

ii. Emergency Services in conjunction with REACH shall, within available resources:

1. Provide 24/7 crisis response to individuals within their catchment area.
2. CSBs emergency services shall: notify the regional REACH program of any individual suspected of having a DD who is experiencing a crisis and seeking emergency services, prior to the onset of pre-admission screening evaluation. When possible, this would allow REACH and emergency services to appropriately divert the individual from admission to psychiatric inpatient services.
3. The emergency services staff will include REACH in problem solving, staffing and consulting prior to rendering a decision for involuntary temporary detention. While REACH staff does not replace the role and responsibility of the preadmission screening evaluator, it is expected that together they will identify the least restrictive options for treatment and care.
4. Locate an inpatient psychiatric bed for individuals with an DD when an Emergency Services pre-screener determines it is clinically appropriate to do so.
5. Complete an *Executive Director TDO Exception/Critical Event Reporting Form* within 24 hours any time REACH is not involved in the assessment and disposition of an individual with DD who is being evaluated for involuntary hospitalization. This reporting requirement will help DBHDS to identify gaps in

services and assure the needs of individuals with developmental disabilities in crisis are being addressed in the least restrictive and most appropriate manner possible.

6. Allow REACH staff to be present at psychiatric pre-screenings to determine if REACH services can successfully mitigate the crisis and avoid hospitalization for individuals with an DD diagnosis; REACH personnel do not pre-screen individuals for in-patient admission.
7. If an ECO or TDO is issued, REACH staff will remain with the individual until an appropriate bed is located or the individual is stabilized within the emergency room setting.
8. Participate in relevant REACH trainings as appropriate.

C. Fiscal Agent Executive Director/Designee
   i. Fiscal Responsibilities: Funding for the REACH Program is made possible by funding from DBHDS and fees to be generated from Medicaid. The DBHDS funds shall be paid to the fiscal agent and chief operator of the REACH program for the region, Alexandria, Arlington, Fairfax-Falls Church, Loudoun, Northwestern, Prince William County, Rappahannock Area and Rappahannock-Rapidan Community Services Boards.
   ii. The Fiscal Agent Executive Director or his/her designee shall serve as the primary liaison between the region's CSB DD Directors and the REACH Services Program.
   iii. In order to promote ongoing communication and cooperation regarding the REACH program, the DD Directors from each CSB shall make a good faith effort to attend regularly scheduled meetings either in person or by teleconference to discuss and resolve any concerns or issues which may arise.
   iv. If the CSB has an individual receiving services in the regional REACH program with no plan for placement and a length of stay that will soon exceed 30 concurrent days, the CSB executive director or his/her designee shall provide a weekly update describing efforts to achieve an appropriate disposition for the individual to the Director of Community Support Services in the Department's Division of Developmental Services.

V. STATE HOSPITAL'S ROLES AND RESPONSIBILITIES:

A. Overview of state health facilities: State health facilities provide highly structured, intensive services for citizens of the Commonwealth of Virginia who have mental illness, developmental disability, or are in need of substance abuse services. In the evolutionary movement towards a single, integrated system of care, increased emphasis has been placed on the establishment of community services and on the more effective and efficient use of state facilities. Patients are initially evaluated and referred to the state health facilities by staff from CSBs.

B. Northern Virginia Mental Health Institute in conjunction with REACH: NVMHI shall, and agree to, within available resources:
   i. Inform REACH of potential hospitalization/hospitalization of any individual with DD or suspected DD diagnosis.
   ii. If TDO is issued, REACH hospital liaison will have initial contact with the individual and the TDO facility within 24 hours (or within the next business day if TDO occurs on a weekend/holiday), will maintain subsequent minimum weekly contact post 7 day hospital stay, attend treatment team meetings, and work with hospital treatment team and the individual on discharge planning and follow-up prevention, unless there is a specific contraindication for this type of involvement.
   iii. Consult with REACH to provide transition and step down services for individuals with DD diagnosis.

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iv. Provide all requested information for CTH referrals to include REACH Medical Orders Form, REACH Medical Screening Form, appropriate labeled/bottled medications or prescriptions (minimum 2 week supply), progress notes from hospital (at least previous 24-48 hours), current labs, history and physical, and MARs for the last 2 weeks.

VI. INDEMNIFICATION

No party shall be liable for any claims, liabilities, or expenses arising solely out of the acts or omissions of the other party. To the extent provided by the laws of the Commonwealth of Virginia, each party shall be responsible for the ordinary negligent acts or omissions of its agents and/or employees, causing harm to persons not a party to this agreement. Nothing in this Agreement shall be deemed a waiver of sovereign immunity.

VII. GENERAL TERMS AND CONDITIONS:

B. This MOU revision shall be effective September 15, 20222 until June 30, 2023. It shall be updated, as needed, and renewed automatically for the duration of the funding.
C. Changes and updates may be made to this MOU with 30 days written notice and agreement of all the parties listed above. Each of the parties may terminate their obligations under this Memorandum of Understanding (MOU) by giving the other parties 90 days written notice. If one or more of the parties gives notice of its desire to terminate this MOU, the other Parties shall confer to determine whether this MOU may continue in effect without the participation of the terminating party(ies).
D. For the management and implementation of the REACH program this MOU will be considered as the primary source for guidance.
E. Any issues or problems will be addressed in a collaborative, problem solving manner by the respective signatories of the MOU. As a new regional program with a mission to build the public and private service capacity for individuals with a developmental disability and co-occurring behavioral health issue in this region as well as across the state, it is imperative that a sense of regional cooperation is maintained. The agencies signing below will strive to work with these goals in mind.

VIII. ADDENDUM

In accordance with the DBHDS Core Services Taxonomy and the FY23 Community Services Performance Contract Renewal and Revision, Exhibit D, the Northern Region will utilize Regional Program Model 1: “Operating CSB – Funded Regional Program Model” for implementation of this vendor contracted and operated service. Applicable reporting requirements will be satisfied by the Northern Virginia Regional Projects Office and the Fairfax-Falls Church Community Services Board.

ADDENDUM E:
STEP-VA Outpatient Capacity Building and Crisis Training Coordination; Service Members, Veterans & Families Navigation,
and Peer & Family Supports Program Agreement

I. PURPOSE

The purpose of this agreement is to outline the mission, vision, and goals of the regional partnerships to support the following required services for System Transformation Excellence and Performance (STEP-VA):

A. Outpatient Capacity Building and Crisis Training Coordination
    1. Ensure the provision of high quality, evidence-based, trauma-informed, culturally competent, accessible behavioral health services that addresses a broad range of diagnoses and considers an individual's course of illness across the lifespan from childhood to adulthood, through the development of regional training infrastructure.
    2. Ensure the provision of DBHDS mandated Crisis Service training program with all Region 2 Crisis Hub networked providers.

B. Service Members, Veterans & Families (SMVF)
    1. Ensure SMVF receive needed mental health and supportive services in the most efficient and effective manner available.

C. Peer & Family Supports (PFS)
    1. Support regional training and capacity building in service for Peer Support and Family Support Partners and Supervisors.

II. NVRPO and REGIONAL FISCAL AGENT ROLES and RESPONSBILITIES

The Region 2 CSBs agree to lead and promote regional-based strategies for service delivery and leverage other regional and CSB resources to address outpatient service needs of Virginians more effectively. The Fairfax-Falls Church CSB, as fiscal agent, and the Region 2 Regional Projects Office will manage and operate the below services/programs. Funding for these services/programs is made possible by funding from DBHDS.

A. Outpatient Capacity Building and Crisis Training Coordination:
    1. Recruit for and hire a new regional Behavioral Health Supervisor for Quality Improvement and Training Development Coordinator position.
        a. This position will coordinate STEP-VA required trainings, along with additional training needs identified by the Region 2 CSBs to support workforce development and continue to build upon outpatient services.
    2. Recruit for and hire two new regional Behavioral Health Specialist II for Quality Improvement and Training Coordination, and;
    3. Coordinate, procure, and deliver trainings on evidenced-based practices on a regional basis that ensure the provision of high quality, evidence-based, trauma-informed, culturally competent, accessible behavioral health services that addresses a broad range of diagnoses and considers an individual's course of illness across the lifespan from childhood to adulthood.

4. Collect data and prepare reports per regional stakeholder and DBHDS standards/requirements.
5. Work with various CSB stakeholder groups to identify individual and regional CSB training needs, develop training proposals to submit to the Regional Management Group, and develop contractual relationship as approved and warranted with trainers, and;
6. Region 2 CSBs will provide requested data to Regional Office to ensure identified benchmarks are achieved, as authorized by law.

B. Service Members, Veterans & Families (SMVF):
   1. Maintain a SMVF Regional Navigator, who will be responsible for the following:
      a. Coordinate the development and implementation of regional initiatives designed to improve quality and accessibility of behavioral health care for SMVF.
      b. Act as a subject matter expert regarding military culture, common behavioral health concerns of SMVF, community education, available community-based services for SMVF, and how to access those resources.
      c. Support SMVF system needs across regional, state, and federal levels.
      d. Oversee SMVF regional training and capacity building funds to include SVMF Lock and Talk, and other SVMF training and capacity building with $25,000 in annual funding for each effort.
   2. Collaborate with regional partners to support the goals of Lock and Talk at the intersection with SMVF, including but not limited to planning and capacity building, lethal means safety, social media campaigns, and other activities.
   3. Collaborate with regional partners to provide regional training and capacity building in service to SMVF, including the following:
      a. Clinical training for Region 2 CSB providers to increase availability of evidence-based, trauma-focused therapies.
      b. Workforce training on military culture and resources available to SMVF.
      c. Educational materials and outreach activities to support clinical needs of SMVF.
   4. Enhance organizational clinical capacity for SMVF and the clients served by the Region 2 by supporting highly skilled clinicians who specialize in trauma informed treatment to support diverse needs within this population.

C. Peer Recovery Specialist (PRS) and Family Support Partners (FSP):
   1. Identify and collaborate with the community of certified Peer Recovery Specialists (PRS), and those new to the field exploring peer certification, and Family Support Partner providers to establish and strengthen this provider community.
   2. Provide professional support for the unique needs of this discipline to include identifying and sharing opportunities for Regional PRSs and FSPs to complete the required 500 documented work experience hours (paid or volunteer), coaching, and mentoring through the certification process, and advanced skill building, training, and professional development.
   3. Coordinate with provider(s) and DBHDS counterpart to deliver workforce trainings and capacity building for PRSs and FSPs within the region.

4. Identify training opportunities, efficiently community them to stakeholders, and assist in local and regional recovery initiatives, and provide other technical assistance as needed.
5. Utilize funds through STEP-VA Peer and Family Support Initiative to achieve the following:
    a. Maintain one full-time Regional PRS or FSP
    b. Enhance the Region 2 community of PRSs and FSPs providers through coaching and mentoring through the DBHDS certification process, advance skill building, and identifying and sharing other professional development opportunities.
6. Collaborate with DBHDS PRS and on various State recovery initiatives.
7. Collect data and prepare reports per regional stakeholder and DBHDS standards/requirements.

IV. PARTICIPATING REGION 2 CSB ROLES & RESPONSIBILITIES

The Region 2 CSBs agree to lead and promote regional-based strategies for service delivery and leverage other regional and CSB resources to more effectively address outpatient service needs of Virginians. Region 2 CSBs will support these Regional Projects Office initiatives via the following deliverables:

A. Training: Outpatient Capacity Building and Crisis Training Coordination:
    1. Support the Regional Training Consortium via designation of appropriate clinical staff from each CSB to participate in monthly meetings designed to identify regional training needs and support development of appropriate training plans and proposals.

B. Service Members, Veterans, and Families (SMVF)
    1. Region 2 CSBs will ensure the following performance measures are tracked and reported to DBHDS Central Office:
        a. Military cultural competency training provided for 100% of direct services staff.
        b. SMVF status tracked for 90% of individuals presenting for services.
        c. 70% of SMVF in CSB services will receive information and referral services, including referrals to Military Treatment Facilities, Veterans Health Administration Facilities, and/or Virginia Department of Military Services.
        d. Columbia Suicide Severity Rating Scale brief screen is conducted for 60% of military service members and veterans.
    2. Designated staff at Region 2 CSBs will engage with the SMVF Regional Navigator.
        a. CSB initial contacts are:
            i. Alexandria CSB: Kim Ragin, Adult Intake Supervisor
            ii. Arlington CSB: Ollie Russell, Assistant Division Director, and Gillian Gmitter, Assessment and Intake/Discharge Planning
            iii. Fairfax CSB: Shana Grady, Assessment Unit Manager
            iv. Loudoun CSB: MaryJo Blair, Senior Manager, Clinical Outreach, and Bernadette Binns, Access Program Manager
            v. Prince William CSB: Elise Madison, Behavioral Health Division Manager, and Barbara Darby, Supervisor, Therapist IV/ACCESS
        b. Collaboration will address:

i. Questions and/or concerns regarding the data metrics or meeting the targeted benchmarks.
ii. Questions and/or concerns regarding meeting the goals of Lock and Talk and coordinating with Prevention Services.
iii. Concerns or requests for assistance with regard to any aspect of providing high quality, evidence-based, trauma-informed, culturally competent, and accessible behavioral health services to SMVF.

C. Peer Recovery Specialist (PRSs) and Family Support Partners (FSPs)
1. Designated staff at Region 2 CSBs will engage with the Regional PRS and FSP.
    a. CSB initial contacts are:
        i. Alexandria CSB: Carla Oliver, Family Support Supervisor
        ii. Arlington CSB: Jamii PremDas, Bureau Director of Children's Behavioral Health, and Lizabeth Schuch, Wellness Recovery Manager
        iii. Fairfax CSB: Michael T. Lane, Director of Office of Individual and Family Affairs
        iv. Loudoun CSB: MaryJo Blair, Senior Manager, Clinical Outreach Services
        v. Prince William CSB: Sara Wheeler, Division Manager for Youth, Adult and Family Services, and Ashley Rushing, Peer Support Supervisor
2. During the fiscal year, each CSB and point of contact will:
    i. Provide feedback on initiatives proposed by Regional Coordinator
    ii. Share resources and trainings sent to points of contact with relevant others (i.e. peers, other professionals, etc.)
    iii. Participate in the development of data metrics to track outcomes related to this regional initiative.