

Department of Behavioral Health  
**TRANSMITTAL LETTER**

<b>SUBJECT</b> Inter-agency Agreements		
<b>POLICY NUMBER</b> DBH Policy 801.1	<b>DATE</b> OCT 10 2014	<b>TL#</b> 266

**Purpose.** This policy was converted from a Department of Mental Health (DMH) policy to a Department of Behavioral Health (DBH) policy, and was generally updated. Also included is a template for a Memorandum of Understanding/Memorandum of Agreement.

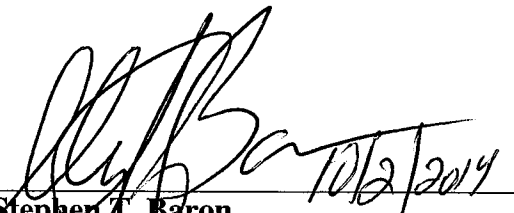
**Applicability.** This policy applies to those formal written agreements which DBH enters into with other District or federal agencies or private entities to supply, obtain, or share services, supplies, equipment, or staff.


**Policy Clearance.** Reviewed by affected responsible staff and cleared through appropriate Behavioral Health Authority offices.

**Effective Date.** This policy is effective immediately.

**Superseded Policies.** This policy replaces DMH Policy 801.1, Inter-agency and Intra-agency Agreements, dated August 1, 2005.

**Distribution.** This policy will be posted on the DBH web site at [www.dbh.dc.gov](http://www.dbh.dc.gov) under Policies and Rules. Applicable entities are required to ensure that affected staff is familiar with the contents of this policy.

  
\_\_\_\_\_  
Stephen T. Baron  
Director, DBH

<p>GOVERNMENT OF THE DISTRICT OF COLUMBIA</p>  <p>DEPARTMENT OF BEHAVIORAL HEALTH</p>	<p><b>Policy No.</b> 801.1</p>	<p><b>Date</b> OCT 1 0 2014</p>	<p><b>Page 1</b></p>
	<p>Supersedes DMH Policy 801.1, Inter-agency and Intra-agency Agreements, dated August 1, 2005</p>		
<p><b>Subject: Inter-agency Agreements</b></p>			

1. **Purpose.** To describe the procedures for developing, controlling, and managing two types of documents used by the Department of Behavioral Health (DBH) to memorialize inter-agency agreements: (1) memorandum of understanding, and (2) memorandum of agreement.
2. **Applicability.** Applies to those formal written agreements which DBH enters into with other District or federal agencies or private entities to supply, obtain, or share services, supplies, equipment, or staff.
3. **Authority.** Department of Behavioral Health Establishment Act of 2013 and D.C. Code 1-301.01(k).
4. **Definitions.**
  - 4a. **Memoranda of Agreement (MOA)** – a written inter-agency agreement used to describe the arrangements between two or more government agencies (either District or federal agencies or private entities) that outlines the established terms and requirements for staffing, services or supplies relating to the operation of a specific program or programs. **An MOA does not involve transfer of funds.**
  - 4b. **Memoranda of Understanding (MOU)** - a written inter-agency agreement used to describe the arrangements between two or more government agencies (either District or federal agencies or private entities) that outlines the established terms and requirements for staffing, services or supplies relating to the operation of a specific program or programs. **An MOU involves an Intra-District Transfer of Funds.**
5. **Policy.**
  - 5a. DBH shall enter into an MOU or MOA with other District or federal agencies or private entities to fulfill its mission to support prevention, treatment, resiliency and recovery for District residents with mental illness and/or substance use disorders through the delivery of high quality, integrated services.
  - 5b. Unless initiated by the DBH Director, responsibility for MOUs and MOAs rests with the respective executive level manager who has purview over the program which initiates an MOU or MOA. Responsibility for carrying out the requirements of the MOU or MOA or serving as contact person may be redelegated by the executive level manager to other program staff.
  - 5c. All MOUs and MOAs must be reviewed and determined legally sufficient by the DBH Office of General Counsel prior to the DBH Director’s approval.

5d. The responsible manager shall ensure that funds are available prior to entering into the MOU. The MOU must be approved by the DBH Director before funds can be transferred by the DBH Fiscal Officer, and the amount of the MOU shall not exceed the actual cost of providing the service.

6. **Procedures.**

6a. The Responsible Manager shall:

(1) For an MOU that will require the transfer of funds: Identify funding, consult with the Agency Budget Officer and/or Agency Fiscal Officer as necessary, and prepare a draft of the MOU (Exhibit 1). Also see Section 5d above.

(2) If funds are not being transferred, delete Section 6 Intra-District Funding Provisions, from the MOU, change MOU to MOA throughout the document, and delete any other references to transfer of funds.

(3) If exchange of protected health information (PHI) is contemplated, consult with the Office of General Counsel as appropriate for confidentiality provisions.

(4) Forward an electronic copy of the draft MOU or MOA to the Office of the General Counsel for review, comment, and determination of legal sufficiency.

(a) Make any necessary revisions to the draft MOU or MOA upon receipt of comments or questions from the Office of the General Counsel.

(b) Forward an electronic copy of the revised final version of the MOU or MOA back to the Office of the General Counsel for certification of legal sufficiency.

(5) After obtaining legal sufficiency, proceed as follows:

(a) If funds are not being transferred, obtain the signature of the DBH Director on the final MOA.

(b) For an MOU that will require the transfer of funds:

- Obtain budget approval from the Agency Budget Officer and obtain funding approval from the Agency Fiscal Officer on the final MOU prior to obtaining the signature of the DBH Director.

- After the final MOU is approved by the Director of each department or designees, forward the approved MOU to the DBH Fiscal Officer so that funds can be transferred, and necessary accounting procedures are completed to transfer or receive funds.

(6) Retain a copy and provide a copy of the fully signed MOU or MOA to the Office of General Counsel, who will maintain a master list of all approved MOUs/MOAs.

6b. The DBH Office of General Counsel shall:

- (1) Review and determine whether the draft MOU or MOA is legally sufficient.
- (2) Provide written legal sufficiency of the final MOU or MOA, prepare transmittal memorandum, and return the document to the responsible manager who will be responsible for obtaining the remaining approvals.
- (3) Maintain master list of all approved MOUs and MOAs.

6c. The DBH Director shall sign the MOU or MOA only if the DBH Office of General Counsel has determined the document to be legally sufficient.

6d. The DBH Fiscal Officer shall:

- (1) Consult with managers as needed to identify appropriate funding sources, and provide information to managers during development of a MOU.
- (2) Complete any necessary accounting procedures to transfer or receive funds, transfer funds based on the MOU if approved by both department directors/designees.
- (3) Sign the Intra-District Standard Request Form (IDSRF) that identifies funding sources, and return the MOU to the responsible manager.

7. **Monitoring and Oversight.** All MOUs and MOAs shall be monitored by the responsible manager for implementation of activities as delineated within the MOU or MOA.

7a. The Responsible Manager shall:

- (1) Monitor the services performed by the District, federal agency, or private entity in compliance with the MOU or MOA requirements;
- (2) Serve as contact for the MOU or MOA;
- (3) Submit quarterly status reports to the DBH Fiscal Officer on financial activities of an MOU, and maintain sufficient documentation of these activities in file; and
- (4) Provide quarterly reports to the respective executive level manager and other interested parties that identifies progress to date in line with the MOU or MOA, barriers to implementation, and other issues significant to the conduct of activities.

7b. The DBH Fiscal Officer. When Intra-District Transfer of Funds are involved, the DBH Fiscal Officer shall:

- (1) Maintain a copy of the MOU;
- (2) Monitor all financial aspects of the arrangement, and

(3) Provide instructions to the responsible manager on information to be included in the quarterly financial status reports.

8. **Renewal.** The responsible manager shall renew the MOU or MOA at least ninety (90) days prior to the expiration of the term of the arrangement if it is to be renewed. An MOU or MOA can be extended by a simple one page agreement or it can be totally revised and a new agreement entered into if there are substantial changes in terms. The same approvals for the original MOU or MOA are required on renewals.

9. **Termination Procedures.**

9a. The responsible manager shall submit a final progress report to facilitate the close of the MOU or MOA within thirty (30) days of the date of expiration of the MOU or MOA. This report shall be submitted to the Office of General Counsel and the respective executive level manager over the program that initiated the MOU or MOA, and if a transfer of funds is involved, to the DBH Fiscal Officer.

9b. The DBH Fiscal Officer in conjunction with the responsible manager shall review expenditure documentation, as applicable, to ensure that all financial activities have been completed appropriately and the expenditures are reflected properly in DBH accounts.

10. **Non DBH Agreements.**

10a. A MOU/MOA originating outside of the DBH does not have to follow the DBH format, but responsible managers must review to ensure that the key elements are included: introduction, authority, services and scope of work, responsibilities of each party, term of the agreement (reasons for termination), and if applicable, funding provisions and privacy compliance.

10b. All MOUs, including those originating outside DBH require a legal sufficiency review by the Office of the General Counsel and, if the transfer of funds is required, review by the DBH Fiscal Officer to ensure that DBH has taken required actions to comply with the District's requirements for Intra-District Transfers of Funds.

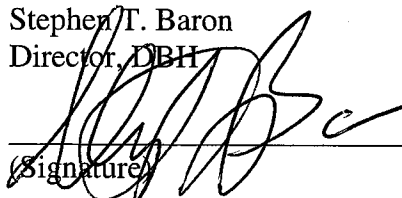
11. **Inquiries.** Inquiries regarding this policy may be addressed to the DBH Office of General Counsel.

12. **Exhibits.**

Exhibit 1 – Template for MOU/MOA

Approved by:

Stephen T. Baron  
Director, DBH

  
(Signature)

10/2/2014  
(Date)

**MEMORANDUM OF UNDERSTANDING  
REGARDING INTRA-DISTRICT FUNDING  
BETWEEN THE DEPARTMENT OF BEHAVIORAL HEALTH AND**

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**REGARDING**

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1. **Introduction.**

This Memorandum of Understanding Regarding \_\_\_\_\_ (“Agreement”) is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ (the “Effective Date”) by and between the District of Columbia Department of Behavioral Health (“DBH”) Behavioral Health Authority and \_\_\_\_\_ (“DXX”) (collectively sometimes referred to as the “Parties” and each individually sometimes referred to as a “Party”).

2. **Authority of the Parties.**

A. **Authority of DBH.** DBH is the agency within the Government of the District of Columbia (the “District”) responsible for developing a system of care for persons with mental illness and/or substance use disorders *[conform DBH purpose to those set forth in the Establishment Act. [specify the work that DBH is authorized or required to perform relating to the development of the system of care or other authorized purpose which is covered or affected by the MOU].*

B. **Authority of DXX.** DXX is the agency within the District or federal government (or private entity) responsible for *[specify the agency purpose as described in its enabling legislation that relates to the work that DXX will be performing in connection with the MOU].* DXX operates in accordance with the requirements of the *[specify the name of DXX’s enabling legislation]* (the “\_\_\_\_\_ Act”). The \_\_\_\_\_ Act *[authorizes or requires]* DXX to *[identify the specific work that DXX is authorized or required to perform which is covered or affected by the MOU].*

3. **Overview, Program Goals and Objectives.**

DBH/DXX has a critical need for \_\_\_\_\_. *[Specify the services that are being provided and the reason that the services are needed. If the purpose of providing the services is to further a specified DBH goal, affirmatively state that in this section.]*

4. **Services and Scope of Work.** Include a general description of the services that will be covered.

In order to achieve the goals and objectives described in paragraph 3 of this MOU, DBH and DXX have agreed that DBH shall provide \_\_\_\_\_ as further described in paragraph 4.A below. DBH and DXX have further agreed that DXX shall provide \_\_\_\_\_ as further described in paragraph 4.B below.

A. **Obligations and Responsibilities of DBH.**

DBH shall be responsible for *[describe DBH's general obligations and responsibilities under the MOU.]*

1. **Contact Person.** (name and title)\_\_\_\_\_ shall be the DBH employee responsible for managing the DBH staff and resources identified to provide the services required by this MOU. *[include the telephone number, fax number, email address, and mailing address for the contact person if different from the person who will receive notice under the MOU.]*

2. **Staffing.** DBH shall provide \_\_\_\_\_ full-time/part-time staff to provide the services required by this MOU. *[include details about staff qualifications, degrees, credentials, number of hours that will be devoted to the performance of duties relating to the MOU.]*

3. **Resources.** DBH shall provide the following resources to fulfill its obligations under this MOU such as technical support, software, office supplies, equipment, office space, etc.:

- 3.1 Resource A
- 3.2 Resource B
- 3.3 Resource C

4. **Services.** DBH shall provide the following services to DXX:

- 4.1 Service A
- 4.2 Service B
- 4.3 Service C

5. **Program and Financial Records.** DBH shall maintain program and financial records regarding the services provided under this MOU at \_\_\_\_\_. DBH shall retain a copy of all books, records, documents and other information pertaining to the services provided under this MOU, in such detail as will properly reflect all costs, direct and indirect, labor, materials, equipment, supplies and other items for a three (3) year period after the termination of this MOU, except that in the case of an audit or investigation relating to the services provided under this MOU, records shall be retained until the audit or investigation has been completed.

B. **Obligations and Responsibilities of DXX.**

DXX shall be responsible for *[describe DXX's general obligations and responsibilities under the MOU.]*

1. **Contact Person.** (name and title)\_\_\_\_\_ shall be the DXX employee responsible for managing the DXX staff and resources identified to provide the services

required by this MOU. *[include the telephone number, fax number, email address, and mailing address for the contact person if different from the person who will receive notice under the MOU.]*

2. Staffing. DXX shall provide \_\_\_\_\_ full-time/part-time staff to provide the services required by this MOU. *[include details about staff qualifications, degrees, credentials, number of hours that will be devoted to the performance of duties relating to the MOU.]*

3. Resources. DXX shall provide the following resources to fulfill its obligations under this MOU:

- 3.1 Resource A
- 3.2 Resource B
- 3.3 Resource C

4. Services. DXX shall provide the following services to DBH:

- 4.1 Service A
- 4.2 Service B
- 4.3 Service C

5. Program and Financial Records. DXX shall maintain program and financial records regarding the services provided under this MOU at \_\_\_\_\_ . DXX shall retain a copy of all books, records, documents and other information pertaining to the services provided under this MOU, in such detail as will properly reflect all costs, direct and indirect, labor, materials, equipment, supplies and other items for a three (3) year period after the termination of this MOU, except that in the case of an audit or investigation relating to the services provided under this MOU, records shall be retained until the audit or investigation has been completed.

6. Reporting/Incident Reports. DXX shall provide DBH with periodic *[weekly, monthly, quarterly]* reports regarding the services provided under this MOU within \_\_\_ days after the end of each week/month/quarter. DXX shall also comply with DBH's policy regarding reporting of major unusual incidents and unusual incidents with respect to the reporting of accidents and injuries incurred by DBH-enrolled consumers during the receipt of services from DXX.

C. Mutual Obligations of DBH and DXX.

The Parties shall do everything within their respective powers to coordinate and cooperate with each other toward the mutual goal of compliance with all applicable federal and District laws.



5. **Term of Agreement.**

The term of this Agreement shall begin on the Effective Date and end on September 30, 200\_\_, unless terminated sooner in accordance with the provisions of paragraph 8 on Termination. This Agreement may be renewed for subsequent, consecutive fiscal year terms by the mutual written agreement of the Parties.

6. **Intra-District Funding Provisions.** *[Section 6 can be removed if there is no exchange of funds, and the remaining paragraphs renumbered accordingly.]*

A. **Cost of Services.**

The estimated cost of services that will be provided under this MOU is \$\_\_\_\_\_. This estimate is based upon the following:

1. The number of consumers affected;
2. The amount of material, office supplies/equipment/space required;
3. The salaries of staff involved; and
4. Any other applicable costs.

The amount of the MOU shall not exceed the actual cost of providing the service.

B. **Funds.**

DXX/DBH shall transfer funds in the amount of \_\_\_\_\_ to cover the cost of \_\_\_\_\_ after the MOU is approved.

C. **Denial of Payment.**

DBH/DXX reserves the right to deny payment to DXX/DBH for services not provided by DXX/DBH pursuant to the terms of this MOU.

D. **Monthly Review.**

Pursuant to the Financial Review Process ("FRP") mandated by the Office of the Chief Financial Officer of the District of Columbia, all services provided under this MOU shall be reported monthly in the Purchasing Agency FRP submission to the Office of Budget and Planning by DBH/DXX.

E. **Dispute Resolution.**

The Parties shall work diligently and in good faith to strengthen inter-agency collaboration to provide \_\_\_\_\_ *[insert a brief description of the activities covered by the MOU]* in

the District. Disputes that can not be resolved between the representatives from DBH and DXX directly involved in the activities covered by this MOU shall be referred to the Director of DBH and the Director of DXX. The decision of the Directors shall be binding. If the Directors can not resolve the issues arising under this MOU, all adjustments and/or disputes shall be resolved by the D.C. Office of Financial Operations and Systems.

7. **Privacy Compliance.**

**If exchange of PHI is contemplated, consult with the Office of General Counsel as appropriate for confidentiality provisions to add here. *[This paragraph can be removed from an MOU that does not involve the exchange of protected health information, and the remaining paragraphs renumbered accordingly.]***

8. **Termination.**

This Agreement may be terminated by either Party for the following reasons:

- 8.1 Lack of funding;
- 8.2 Lack of Congressionally approved budget;
- 8.3 Changes in applicable law;
- 8.4 Changes in a District or federal policy affecting the services described in this Agreement;
- 8.5 Changes in the structure or the nature of the program covered by this MOU;
- 8.6 Elimination of the program or services covered by this MOU; or
- 8.7 Failure of the other Party to comply with District laws, rules or regulations.

9. **Notices.**

Any notice required pursuant to this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by confirmed facsimile or delivered personally to the Party to whom the notice is addressed; (b) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (c) five (5) business days after the mailing date, whether or not actually received, if sent by US Mail, return receipt requested, postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available. Notice shall be sent to the following addresses:

DXX:

\_\_\_\_\_  
\_\_\_\_\_  
Telephone: (202) \_\_\_\_\_  
Facsimile: (202) \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

Department of Behavioral Health: 64 New York Avenue, NE

3<sup>rd</sup> Floor  
Washington, DC 20002  
Telephone: (202) 67 \_\_\_\_\_  
Facsimile: (202) 67 \_\_\_\_\_  
Email: \_\_\_\_\_@dc.gov  
Attention: *[Name and title of Person  
Responsible for MOU]*

10. **Term.**

This MOU shall take effect on the Effective Date and shall remain in effect until terminated by one party or by mutual agreement, in accordance with paragraph 8, above. Either Party may terminate this MOU at any time, upon ninety (90) days written notice to the other Party.

11. **Entire Agreement.**

This MOU contains the entire understanding of the Parties with respect to the matters contained herein, and supersedes any and all other agreements between the parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect.

12. **Modifications.**

This MOU may only be amended by a written instrument signed by both Parties.

13. **Headings; Counterparts.**

The headings in this MOU are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

14. **No Joint Venture or Third Party Beneficiaries.**

Nothing contained in this MOU shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Parties except as specifically stated herein. This MOU is made for the benefit of the parties hereto and not for the benefit of any third party.

15. **Notice of Claims.**

Each Party shall promptly inform the other Party of any information related to the provision of services under this MOU, which could reasonably lead to a claim, demand or liability of or against the other Party or the District by any third party.

OCT 10 2014

16. **Authority of the Parties.**

By executing this MOU, each Party represents to the other party that it is authorized to enter into this Agreement, that the person signing on its behalf is duly authorized to execute this MOU and that no other signatures are necessary.

**IN WITNESS WHEREOF**, the undersigned hereby execute this MOU on behalf of their respective organizations as of the Effective Date.

Director, DXX	Director, Department of Behavioral Health <sup>1</sup>
_____	_____
Name	Name
_____	_____
Signature	Signature

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<sup>1</sup> Note that all MOUs require legal sufficiency review by the Office of the General Counsel, and if funding is involved the DBH Fiscal Officer must verify that funds are available prior to entering into a MOU.