

**COMMONWEALTH OF Virginia**  
**MEMORADUM OF AGREEMENT (MOA)**

**MOA #FY20-001**

Between

**Department of Behavioral Health and Developmental Services**  
1220 Bank Street  
Richmond, Virginia 23219

And

**Department of Criminal Justice Services**  
Washington Building, 12th Floor  
1100 Bank Street  
Richmond, VA 23219

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MEMORANDUM OF AGREEMENT (MOA)  
MOA # FY20-001  
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1220 Bank Street  
Richmond, Virginia 23219

And

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Washington Building, 12th Floor  
1100 Bank Street  
Richmond, VA 23219

**Deliverables and Funds are hereby accepted and obligated, in accordance with the following:**

1. This Memorandum of Agreement (MOA) represents a relationship between the Department of Behavioral Health and Developmental Services (DBHDS) and the Virginia Department of Criminal Justice Services (DCJS), where both parties are subject to the Commonwealth's Virginia Public Procurement Act (VPPA) and the Agency Procurement and Surplus Property Manual (APSPM). The terms of this memorandum are for tasks to be performed by DBHDS.

## **I. COMPENSATION AND METHOD OF PAYMENT**

1. BUDGET: DCJS payments to DBHDS are not to exceed **\$40,329.50**
  - a. A total of \$9,660.00 has been budgeted to conduct cross systems mapping workshops in each of the four regions of Virginia (Northern, Eastern, Western, and Piedmont).
  - b. A total of \$30,669.50 has been budgeted to provide a statewide stakeholder training conference on individuals with opioid use disorders who are involved in the criminal justice system. The conference will be a one-day training for 250 stakeholders. The DCJS Adult Services Manager will serve as the project manager and provide oversight to ensure that all deliverables are completed, and that expenses are in accordance with the attached Bureau of Justice-Sponsored Conference Request Approval spreadsheet.
2. DBHDS will submit the required documentation along with a request for payment, in the form of an Inter-Agency Transfer (IAT). DBHDS will invoice DCJS for deliverables no later than 60 days following the conference.
3. Payment by DCJS will be contingent upon DBHDS submitting an invoice to DCJS. The invoice shall reference MOA number FY20-001.

## **II. GENERAL TERMS AND CONDITIONS**

1. **AUTHORITIES:** Nothing in this MOA shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein. Furthermore, DBHDS shall not assign, sublet, or subcontract work related to this MOA or interest it may have herein without the prior written consent of DCJS.
2. **CONFIDENTIALITY:** For the purposes of this provision, "Confidential Information" means any confidential or proprietary information of the Commonwealth that is disclosed in any manner (including but not limited to any oral or written, graphic, machine readable, or other tangible form) to DCJS. DCJS and DBHDS agree that neither it nor its employees, representatives, or agents shall knowingly divulge any confidential or proprietary information except as specifically authorized by DCJS in writing or as required by the Freedom of Information Act or similar law. It shall be DBDHS' responsibility to fully comply with § 2.2- 4342F of the Code of Virginia. DCJS and DBHDS agree the information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential in accordance with state and federal requirements during and following the term of this MOA. Any information to be disclosed shall be in summary, statistical, or other form that does not identify particular individuals.

### **III. PURPOSE**

The purpose of this document is to establish a memorandum of agreement (MOA) between Department of Behavioral Health and Developmental Services (DBHDS) and the Virginia Department of Criminal Justice Services (DCJS). The terms of this memorandum are for tasks to be performed by DBHDS.

### **IV. BACKGROUND**

The Bureau of Justice Assistance (BJA) awarded DCJS a Comprehensive Opioid Abuse Site-based Program grant, which is funded through the Comprehensive Addiction and Recovery Act (CARA). The purpose of the grant is to develop and implement a statewide plan to address the opioid crisis by focusing on cross-system collaboration of criminal justice and behavioral health systems to engage justice involved individuals in substance use treatment and recovery

### **V. PERIOD OF AGREEMENT**

This MOA shall become effective on the date of the last signature and terminate on December 30, 2019. All training services shall be completed by November 30, 2019.

### **VI. SCOPE OF WORK AND DELIVERABLES**

1. Conduct a cross systems mapping workshop in each of the four regions of Virginia (Northern, Eastern, Western, and Piedmont). DBHDS' Behavioral Health/Criminal Justice Consultant will work with regional stakeholders to conduct a gap analysis and cross systems mapping at each intercept in their respective region. The analysis will identify existing and required resources at each step at a particular intercept. Identification of existing resources and service gaps at each intercept will assist in improving outcomes. It will also identify where evidence based treatment services are required and how to better intervene with individuals as they move through that intercept and the criminal justice system.
2. Plan and deliver a training conference to offer stakeholders evidenced based approaches on intervening with individuals with opioid use disorders. Conference subject matter will support and build upon recommendations from the Governor's Task Force Workgroups and recommendations from regional cross systems mappings. Conference topics will include an overview of Virginia's opioid crisis and its statewide response and an overview of the statewide plan. Participants will be exposed to model programs, such as Medication Assistance Treatment (MAT), Moral Recognition Therapy (MRT), peer recovery programs, and re-entry planning and community based treatment. Conference attendees will be comprised of stakeholders and partners across criminal justice and behavioral

health systems, as well as, individuals that participated in the regional cross systems mappings.

3. **PERFORMANCE:** All services provided by DBDHS pursuant to this MOA shall be performed to the satisfaction of DCJS and in accordance with the applicable federal, state, and local laws, ordinances, rules, and regulations. DBHDS shall not receive payment for work found by DCJS to be unsatisfactory or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.
4. **MODIFICATION OF AGREEMENT:** DCJS may issue written modifications to this MOA upon mutual agreement with DBHDS, including but not limited to, the deliverables, budget, and compensation. All modifications to this MOA shall be in writing and signed by both parties.
5. **AUDIT:** DBHDS agrees to retain all books, records, and other documents relative to this MOA for five (5) years after final payment, or until audited by the Commonwealth of Virginia and/or Bureau of Justice Assistance, whichever is sooner. DCJS, its authorized agent, and/or State auditors shall have full access to and the right to examine any said materials during said period.
6. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that DCJS shall be bound hereunder only to the extent of the funds available or which may become available for the purpose of this MOA.
7. **OWNERSHIP OF MATERIALS AND DOCUMENTS:** Ownership of all data, material, reports, studies, or other documents in the performance under this MOA shall remain the property of DCJS. DBHDS shall not use, willingly allow, or cause to have used such material or data for any purpose without the prior written consent of the DCJS. DCJS will exercise all due diligence in approving access to reports produced during this MOA that could be deemed public information.
8. **RESPONSIBILITY:** DBDHS will be responsible for any and all tasks and deliverables under this MOA.
9. **RENEWABILITY OF AGREEMENT:** This MOA may be renewed or extended upon written agreement of both parties, under the terms of the current MOA. Any renewals shall include a new budget.
10. **CANCELLATION OF AGREEMENT:** BDHDS reserves the right to cancel and terminate this MOA, in part or in whole, upon 60 days written notice to DCJS.

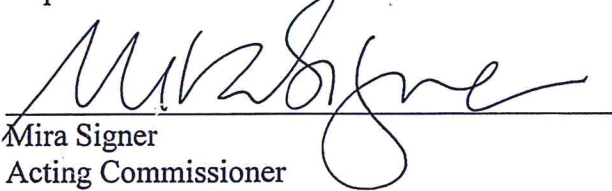
**EXECUTION:** IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Agreed to by:



Shannon Dion  
Director  
Department of Criminal Justice Services

11/3/19  
Date



Mira Signer  
Acting Commissioner  
Department of Behavioral Health and  
Developmental Services

11/7/19  
Date