

Memorandum of Understanding (MOU)

Between the Norfolk TGA Grantee and Planning Council

I. Purpose Statement:

This Memorandum of Understanding (MOU) is designed to create a shared understanding of the relationship between the Greater Hampton Roads HIV Health Services Planning Council and the TGA Grantee, the HIV/AIDS Office within the Office of the City Manager, and to encourage a mutually beneficial relationship between these important partners. The MOU describes the legislated responsibilities and roles of each party, the locally defined roles, and expectations for how these roles and responsibilities will be carried out. The MOU will help ensure positive and appropriate communication, information sharing, and cooperation that will help ensure the effective and efficient delivery of medical and support services to persons affected and infected by HIV disease in the Norfolk Transitional Grant Area (TGA).

II. Roles and Responsibilities:

A. Roles and Responsibilities of the Planning Council:

The Planning Council is solely responsible for the following tasks, as specified in The Ryan White HIV/AIDS Treatment Extension Act of 2009.

1. **Priority setting and resource allocation:** Set priorities among service categories, allocate funds to those service categories, and provide directives to the Grantee on how best to meet these priorities.
2. **Assessment of the Administrative Mechanism:** Assess the Grantee's process for rapidly allocating funds to the areas of greatest need within the TGA.

B. Roles and Responsibilities of the Grantee:

The Grantee is solely responsible for meeting the following legislative responsibilities:

1. **Procurement:** Manage the process for awarding contracts to specific service providers.
2. **Contracting:** Distribute funds according to the priorities, allocations, and directives of the Planning Council with 45 days of receipt of NGA.
3. **Contract Monitoring:** Grantee will monitor contracts to be sure that providers are meeting their contract responsibilities and are meeting established standards of care.

C. Shared Responsibilities:

The Grantee and Planning Council share the following legislative responsibilities:

1. **Comprehensive planning:** Develop a Comprehensive Plan for the organization and delivery of health and support services within the TGA. The Planning Council takes the lead in developing the plan, with the Grantee providing information, input, and other assistance. The Grantee has the opportunity to review and suggest changes to the draft Comprehensive Plan. The Plan is developed every three years, or as specified by the funding agency, HRSA/HAB. Both the Grantee and the Planning Council will monitor their respective Sections for compliance and goal progression.
2. **Needs assessment:** Determine the size and demographics of the population of individuals with HIV disease in the TGA, and their service needs. The Planning Council has primary responsibility for needs assessment with the Grantee providing to the Planning Council information such as service utilization data and expenditures by service category.
3. **Quality management:** Establish a quality management program to assess the extent to which HIV-related primary health care services are consistent with Public Health Service guidelines and to enhance health and supportive service delivery and continuously improve systems of care. The Grantee has primary responsibility for quality management, with the Planning Council developing standards of care and outcome measures.

In addition to these legislative roles, the Grantee and Planning Council share the following responsibilities related to Part A planning and management:

1. **Contracting for Planning Council Consultants or services:** The Grantee provides contracting services when the Planning Council requires procurement of services. The Planning Council makes the decisions about the hiring of consultants and other contractors that are paid through Planning Council funds, but this contracting must meet City of Norfolk procurement requirements, and the process is managed by the Grantee.
2. **Annual application process:** The Grantee has primary responsibility for preparation and submission of the Part A application. The Planning Council Support Staff provides information for the application sections related to Planning Council responsibilities and membership. To the maximum extent possible given time constraints, Planning Council members and staff have an opportunity to review the application before submission and make suggestions

for its improvement. The Planning Council Chair and Vice Chair prepare and sign a letter accompanying the application that indicates whether the Grantee has expended funds in accordance with Planning Council priorities, allocations, and directives.

III. Communications:

A. Principles for Effective Communications:

Both the Grantee and the Planning Council recognize the importance of regular and open communications and of sharing information on a timely basis. Information needs to be received regularly. There should be clarity regarding what will be communicated, when, and to whom. When problems or issues arise, there should be a joint commitment to resolving them through established procedures. The parties commit themselves to the following principles:

- **All parties will take responsibility for establishing and maintaining open communications.** This includes both sharing information on a timely basis and reviewing shared information once it has been received. If issues or problems arise, it means communicating with the other parties to clarify the situation and decide how best to address it.
- **Every Planning Council standing committee, except Community Access, will have a Grantee staff member assigned to it and attending meetings regularly.** That staff member will serve as liaison to the Grantee for that committee and will be responsible for all communications and information requests related to that committee.
- **The Grantee and Planning Council will each have a designated liaison responsible for sharing and receiving information for all other communication requests, and for disseminating information within his/her entity.** When questions or concerns arise, the designated liaison will ensure that they are addressed in a timely manner. For the Planning Council, the designated liaison will be the Planning Council Program Supervisor then Chair. For the Grantee, it will be the Program Manager.
- **Both entities will use designated liaisons and channels of communication.** When someone needs information or materials beyond those that are regularly shared, s/he will request it through the designated liaison and the request will be made in writing (via e-mail or letter). This means, for example, that a Committee Chair who needs information from the Grantee will request it either through the Grantee representative assigned to attend the meetings of that committee or through Planning Council support staff.

- **When policies or procedures appear problematic, the parties will work together to clarify and, if appropriate, refine them** – while adhering to legislative guidelines, HRSA/HAB expectations, and state and local statutes and policies.
- **Communications and problem solving will protect the separation of roles between the Planning Council and Grantee.** For example, the Planning Council is not supposed to have access to information about the performance or expenditures of individual providers; it should receive such information only by service category.
- **Staff of both entities and Planning Council members will avoid inappropriate communication requests or channels.** This means not asking for information from individuals other than the designated individuals, using and not bypassing established communication channels, and maintaining the confidentiality of information that should not be shared outside the Part A program.

B. Implementing these Principles:

To facilitate communications and implement these principles, all parties agree to the following actions:

1. **The signatories to this agreement will participate in a face-to-face meeting including both entities and all parties, at least, once a quarter.** The first meeting, held just before the beginning of the Part A program year in March, will be used to lay out specific mutual expectations for the year, ensure a mutual understanding of the Part program's status and directions, clarify a calendar for the year including dates when materials and information will be shared, and address potential issues or problems. Subsequent meetings will be used to monitor progress and refine the calendar as needed, and to address any issues that may arise in the relationship between the Grantee and Planning Council.
2. **When making special requests for information or materials, both parties will provide as much lead time as possible; when sharing information, both parties will do so as quickly as possible.** Normally, information received by one entity but important to both – such as Conditions of Award, new or revised HRSA/HAB regulations or expectations, and the Part A Program Guidance – will be shared with the Planning Council. Both parties commit themselves to responding rapidly to any requests that involve meeting Conditions of Award, satisfying other HRSA/HAB requirements or requests, and addressing other matters that may affect the funding or reputation of the Norfolk Part A program.
3. **If requested information is not received in a timely manner, the Program Manager and the Planning Council Program Supervisor will have responsibility for resolving the situation.**

IV. Document Sharing and Reports/Deliveries:

A. Overview:

It is the intent of this MOU to encourage regular sharing of information and materials throughout the year. This section specifies a set of materials to be provided and information to be shared through meetings. Parties to the MOU may request and receive additional materials or information, except for those that should not be shared for reasons of sensitivity or confidentiality.

B. Information to be provided by the Planning Council to the Grantee:

The Planning Council will provide the Grantee's Program Manager with the following information and materials:

1. A dated list of Planning Council members and their membership terms, with primary affiliations as appropriate but without membership categories, to be provided after new members are appointed and updated as needed throughout the year.
2. Notification of the Planning Council's monthly meetings, retreats, orientation and training sessions, and other Planning Council events, at the same time notification goes to Planning Council members.
3. The meeting notice, agenda, and information package for each Planning Council meeting, to be sent each month at the same time they are sent to Planning Council members.
4. The annual list of service priorities and resource allocations, along with the process used to establish them and directives to the Grantee or edits to existing directives on how best to meet these priorities – the same information that is submitted to HRSA/HAB as part of the annual Part A application. This information will be provided within two weeks after the Planning Council has approved the priorities, allocations, and directives.
5. Copies of planning documents prepared by the Planning Council, such as needs assessment reports and the Comprehensive Plan, within two weeks after their completion.

C. Information to be provided to the Planning Council by the Grantee:

The Grantee will provide the Planning Council Program Supervisor the following reports and information:

1. A copy of the Annual Notice of Grant Award including Conditions of Award, a copy of any approved carryover request, and a copy of other official communications from HRSA/HAB that directly involve the Planning Council.
2. A monthly expenditure report by service category, provided in writing each month in time for review by the Priorities, Allocations and Policies (PAP) Committee and at the Planning Council meeting.
3. An end of year report including the Final Allocations Report and end of year Service Utilization Report as submitted to HRSA/HAB in the final progress report each year, providing information on the number of individuals served and costs per client for each service category. The Planning Council will receive this information within two weeks after the Grantee submits the final progress report to HRSA/HAB.
4. Recommendations to the Priorities, Allocations and Policies (PAP) Committee regarding over-and-under expenditures by Service Category and suggested reallocations; the PAP Committee will then present the Grantee recommendations to the Planning Council.

D. Documents and Information that will Not be Shared:

In order to maintain the confidentiality of sensitive information, the following information will not be shared:

1. The Planning Council will not share information on the HIV status of consumer members of the Planning Council who are not publicly disclosed as people living with HIV/AIDS. Except for consumers who choose to disclose their status, the HIV status of Planning Council members will not be shared with the Grantee or with other Planning Council members except those involved in the Open Nominations Process.
2. The Grantee will not share information about individual applicants for service provider contracts or about the performance of individual contractors – information will be shared by service category only.
3. Information about the individual salaries of Grantee and Planning Council staff will not be shared beyond those with a direct need to know. The Executive Committee of the Planning Council will review and approve any consultants supporting Planning Council operations and legislative mandates.

V. Settling disputes or Conflicts:

If conflicts or disputes arise in the interpretation or implementation of this MOU, the parties will use the following procedures to resolve them:

1. Begin with a face-to-face meeting between the parties to attempt to resolve the situation, within five working days after the issue or dispute arises.
2. If the situation cannot be resolved by these parties, hold a meeting of representatives of both parties and the Deputy City Manager responsible for Part A oversight, to discuss the issue and reach resolution if possible, within ten working days after the meeting outlined in (V.1.).
3. If the situation cannot be resolved through this meeting, identify a mutually acceptable independent facilitator or mediator to assist with a second meeting among some or all the parties as seems most appropriate, to occur within ten working days after the meeting outlined in (V.2.).
4. If the situation still cannot be resolved, contract with an arbitrator who is acceptable to all parties, and agree to accept that arbitrator's decision as final. The same process will be used as for binding arbitration to resolve grievances. The arbitrator will be selected within ten working days and the first meeting scheduled within 20 working days after selection.
5. The costs of the mediation and arbitration shall be shared equally between the two parties.

VI. Responsible Parties and Contact Information:

Following are the responsible parties to this MOU, along with the names of the individuals in these positions at the time the MOU was adopted, and their contact information, including the individual within their office who should receive all communications related to this MOU and the Ryan White Part A Program.

- For the Grantee:
Ms. Christine Carroll – Program Manager
Ryan White Part A Program
741 Monticello Avenue
Norfolk, VA 23510
Tel. #: (757) 823-4405
Email Address: christine.carroll@norfolk.gov
- For the Planning Council:
Program Support
Planning Council Chair
Greater Hampton Roads HIV Health Services Planning Council

741 Monticello Avenue
Norfolk, VA 23510
Tel. #: (877) 336-5503
E-mail Address: jeff@collaborativeresearch.us

VII. MOU Duration and Review:

A. Effective Date:

The MOU will become effective once all the authorized individuals representing the Grantee and Planning Council sign it.

B. Duration:

The MOU will remain in effect unless or until the parties take action to end it or the City of Norfolk is no longer the recipient of Part A funding for the TGA.

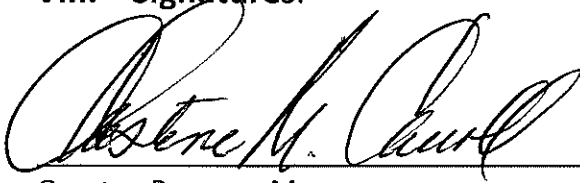
B. Process for Reviewing and Revising the MOU:

The MOU will be reviewed and revised periodically, annually in July after the election of Planning Council Officers and with the involvement and approval of all parties. Reviews will occur:

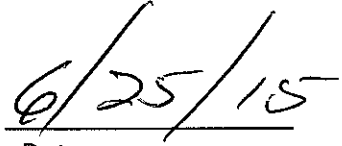
1. Following each reauthorization or legislative revision of the Ryan White HIV/AIDS Treatment Extension Act of 2009 by the U.S. Congress, to ensure that the MOU remains fully appropriate, updated, and reflective of the Act.
2. At least once every two years.

When the MOU has been reviewed and revised, the amended version will be signed and dated by all parties. The revised version will become effective once signed.

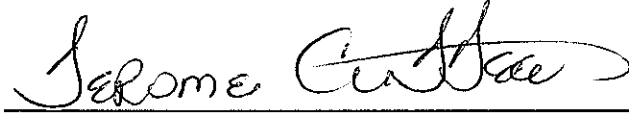
VIII. Signatures:



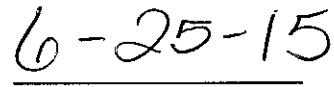
Grantee Program Manager



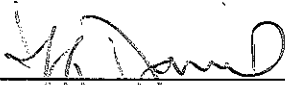
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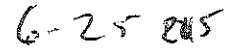
Planning Council Chair



Date



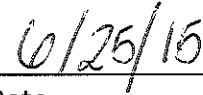
Planning Council Program Supervisor



Date



Deputy City Manager



Date