



*Executive Office of Health and Human Services
Virtual Gateway*

Rider for the Service and Transition Planning Service

This Rider to the EOHHS Virtual Gateway Services Agreement is entered into by and between the Commonwealth of Massachusetts, Executive Office of Health and Human Services (“EOHHS”) and the undersigned organizational user of the EOHHS Virtual Gateway Services (the “User”).

This Rider is to be signed by all Users who have been authorized by EOHHS and the Department of Social Services (DSS) to use the Virtual Gateway Service and Transition Planning Service (VG Transition Service).

This Rider replaces any prior agreement entered into between DSS and the User titled “Shared Transition and Referral Service Organizational User Agreement.”

PURPOSE

The purpose of the VG Transition Service is to support and facilitate the timely transition of children and adolescents in acute psychiatric settings to appropriate, preferably less-restrictive residential or community-based placements. The VG Transition Service will expedite the exchange of demographic and clinical information between the DSS, hospitals or other acute psychiatric care facilities, DSS contracted residential programs, DSS contracted foster care programs and DSS family based services lead agencies about children being serviced by DSS who are placed in acute psychiatric settings.

AUTHORITY TO SHARE INFORMATION

Disclosure of personal data under this agreement is permitted by and consistent with DSS custodial authority, M.G.L. c. 119, § 21; the Fair Information Practices Act (FIPA), M.G.L. c. 66A; DSS Regulations, 110 CMR 12.06; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

USE and DISCLOSURE OF PERSONAL DATA/INFORMATION

1. Responsibilities of DSS

DSS agrees that when a child in its care or custody is placed in an acute psychiatric setting, DSS will release to that User facility pertinent data on the child via the VG Transition Service. DSS may also release information on other children being serviced by DSS who are placed in an acute psychiatric setting if the parents or guardians of the child grant authorization for the release of information.

DSS agrees to release via VG Transition Service to its User contracted residential providers, User contracted foster care providers and User contracted family based services lead agencies non-identifying clinical profiles of children in DSS care or custody, or for whom DSS has authorization, who are placed in acute psychiatric settings and in need of a less restrictive setting.

2. Responsibilities of User

The acute psychiatric setting User agrees to use VG Transition Service to provide DSS with sufficient clinical assessment data on any child DSS lists in VG Transition Service to inform treatment and transition planning for children placed on Administratively Necessary Day (AND) status or for whom AND status may result if suitable transitional planning does not occur on a timely basis. The acute psychiatric setting User agrees to enter substantive and relevant data in a timely manner so that agencies involved in discharge planning can realistically assess possible plans.

User contracted residential providers, User contracted foster care providers and User contracted family based services lead agencies agree to utilize VG Transition Service to identify possible candidates for admission to current or anticipated program vacancies, prior to filling those vacancies via other methods.

HELP DESK

The Virtual Gateway and DSS agree to provide the User and its End Users access to real-time End User support via the VG Help Desk and DSS Help Desk, from 9:00 AM to 5:00 PM.

NOTICE

Unless otherwise specified, any notice shall be in writing and shall be deemed given when delivered to either party or deposited in the U.S. Mail, first class, postage pre-paid, and when addressed as follows:

To EOHHS

EOHHS Virtual Gateway Operations
2 Boylston Street, 6th Floor
Boston, Massachusetts 02116

To Organizational User

TERM AND TERMINATION

This Rider shall commence upon execution by both parties of the EOHHS Virtual Gateway Services Agreement and this Rider. The Rider shall continue in effect until terminated by either party by written notice to the other party. This Rider is subject to termination by either party at any time. EOHHS may discontinue or suspend the provisions of this Rider immediately if it determines that any term of this Agreement has been violated.

The EOHHS and the USER have caused their authorized representatives to sign below to indicate their acceptance of the terms and conditions of this Rider.

User

User Name (Legal Entity Name)

User FEIN (Tax ID)

Signature of Authorized Representative

Print Name

Print Title

Date

Commonwealth of Massachusetts – EOHHS

EOHHS Signature

Print Name

Print Title

Date