

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**THE CHILD AND FAMILY SERVICES AGENCY FOR THE  
DISTRICT OF COLUMBIA**

**AND**

**THE DISTRICT OF COLUMBIA DEPARTMENT OF HEALTH ADDICTION PREVENTION  
AND RECOVERY ADMINISTRATION**

**I) INTRODUCTION**

This Memorandum of Agreement (MOA) is entered into by and between the Child and Family Services Agency for the District of Columbia (CFSA) and the District of Columbia Department of Health (DOH) Addiction Prevention and Recovery Administration (APRA) (hereinafter collectively referred to as "the Parties").

**II) BACKGROUND**

The need for this MOA arises out of a shared interest in enhancing the ongoing relationship between CFSA and APRA for the purpose of providing services for District of Columbia (District) residents who have involvement in the child welfare system meeting the American Society of Addiction Medicine Patient Placement Criteria for substance use disorders. Such persons, whether diagnosed or not, often require treatment in order to recover and maintain compliance with the agency case plan, Court ordered services or both designed to assist the family in maintaining children in their home or achieving permanency.

APRA is the Single State Agency for substance abuse services in the District of **Columbia**. It is responsible for regulating substance abuse services and purchases services, including treatment and recovery support services, to provide to District residents.

CFSA is the local agency responsible for ensuring the safety and welfare of children living in the District of Columbia. CFSA provides services and family stabilization resources to families and children alleged to be abused and/or neglected through the coordination of public and private partnerships.

Both CFSA and APRA have a vested interest in promoting safe and stable families, effectively utilizing fiscal resources, and addressing substance abuse and addiction-related risk factors through effective treatment and recovery support services. As key stakeholders with interdependent interests, CFSA and APRA endeavor to integrate their respective systems so that service delivery is virtually seamless and as efficient and cost-effective as possible. Proactive collaboration of the involved parties advances all of these goals. When community-based treatment and recovery support services are available, accessible, and coordinated with specialized services vis-a-vis CFSA, many residents well-being improves along with their and family stability.

**III) STATEMENT OF PURPOSE**

The Parties can better fulfill their respective mandates, reach their strategic goals, and achieve their performance targets by providing coordinated assessment, treatment and

recovery support services, specialized supervision, and case management for residents under supervision with substance use or co-occurring substance use and mental health disorders. In addition, sharing data furthers both agencies goals.

CFSA is entering jointly into this agreement with APRA because they manage similar populations and often serve the same individuals. Specifically, CFSA coordinates the delivery of substance-related treatment services for individuals, both youth and adults, who are at one of several stages of involvement with the child welfare system. For the purposes of this MOA, these residents under supervision will be referred to as "clients." CFSA seeks to enhance and expand their ability to more effectively identify, link to treatment, treat and monitor this population. In order to accomplish this, CFSA must marshal their related internal resources and collaborate with APRA and its provider network throughout the District.

As the department that is tasked with promoting and protecting public health in the District, the DC Department of Health, and APRA in particular, is committed to judiciously managing agency resources to provide appropriate assessment and referral to treatment, and recovery support services, for all District residents who need such services, including those involved in the child welfare system.

This Agreement is therefore reached in furtherance of the Parties' respective public health and safety mandates and in direct support of the vital interests and missions of CFSA and APRA.

#### **IV) TERMS AND CONDITIONS**

This section outlines the terms and conditions to which each of the parties agree and will set forth the general process by which CFSA and APRA will provide services for those residents with child welfare involvement meeting the American Society of Addiction Medicine Patient Placement Criteria for substance use disorders

##### **A) ESTABLISHING SINGLE POINTS OF CONTACT**

###### **1) CFSA Responsibilities**

- (a) CFSA will establish a point of contact for managing the coordination of referral information.
- (b) CFSA will advise APRA of the name and contact information for point of contact and advise APRA of any subsequent changes to those individuals or their contact information.

###### **2) APRA Responsibilities**

- (a) APRA will establish a single point of contact for managing CFSA referrals to APRA intake sites including the Assessment and Referral Center (ARC), as well as for coordinating disclosure of assessment and referral information from APRA. APRA will advise all parties of the name and contact information for the points of contact and of any subsequent changes to those individuals or contact information.
- (b) APRA will provide contact information for each of the APRA contractors providing detoxification services to CFSA clients. Pursuant to HIPAA and 42.

- (c) CFR and with clients' consent, and pursuant to the providers' Human Care Provider Agreement with DOI-V APRA, these points of contact will provide information to CFSA regarding clients who have received detoxification services, including confirmation and the date that the client reported for detoxification services, the scheduled discharge date the actual discharge date, and the discharge plan. APRA will advise the contractor to maintain the current name and contact information for the single point of contact and advise all parties of any subsequent changes to that individual or his or her contact information.
- (d) APRA will provide contact information for all APRA contractors providing treatment to CFSA clients that are less than 21 years of age under the Adolescent Substance Abuse Treatment Expansion Program (ASTEP). Pursuant to confidentiality requirements and with clients' consent, and pursuant to the providers' Human Care Provider Agreement with DOH/APRA, these points of contact will provide information to CFSA regarding clients who have received treatment services, including confirmation and the date that the client reported for the assessment appointment, the treatment recommendation generated by the assessment, the results of drug screenings performed, the scheduled discharge date and the actual discharge date.
- (e) APRA will facilitate the establishment of single points of contact for all APRA contractors providing treatment to CFSA clients that are 21 years of age and older. Pursuant to confidentiality requirements and with clients' consent, and pursuant to the providers' Human Care Provider Agreement with DOH/APRA, these points of contact will provide information to CFSA regarding clients who have received treatment services, including confirmation and the date that the client reported for the assessment appointment, the treatment recommendation generated by the assessment, the results of drug screenings performed, the scheduled discharge date and the actual discharge date.

## **B) ASSESSMENTS AND REFERRALS**

### **1) CFSA Responsibilities**

- (a) CFSA agrees to administer an APRA-approved substance abuse screening tool to all clients under consideration for substance abuse services. The screening tool administered will be the Global Assessment of Individual Needs- Short Screener ("GAIN-SS") through APRA's District Automated Treatment Accounting (DATA) system. The GAIN-SS will seek to identify individuals in need of a referral to APRA, or an ASTEP contractor, for an in-depth substance abuse assessment. The results of the GAIN-SS will be entered into APRA's DATA system by CFSA and the results will be immediately available to APRA.
- (b) CFSA will collaborate with APRA to ensure that clients are referred to the most appropriate services within the treatment continuum of care available in the District to help clients achieve and maintain recovery.
- (c) Upon obtaining the appropriate, valid consent under 42 C.F.R. § 2.31 for the disclosure of alcohol/drug treatment information, CFSA will forward referral information and supporting documentation, if applicable, to APRA's referral and

intake single point of contact, or corresponding point of contact at an ASTEP contractor, to be received prior to the client's arrival for the appointment, as scheduled pursuant to section (l) (e.) below. CFSA agrees to use the DATA system to forward the referral information in section (l) (d.) (vi.) Below. The referral information will include:

- (i) Relevant information for the CFSA single point of contact;
  - (ii) CFSA social worker's current telephone number, and email address;
  - (iii) Signed client consent form to disclose screening and referral information to the ARC or ASTEP provider;
  - (iv) Proof of District of Columbia residency as described in e. below;
  - (v) Any available information regarding health insurance coverage.
    - DATA information:
      - i. Client profile (client demographic information);
      - ii. Global Assessment of Individual Needs-Short Screener (GAIN-SS);
      - iii. A complete drug screen history when available; and
      - iv. A Miscellaneous Note within DATA containing any substance use information gathered through the course of CFSA's involvement in the case, e.g. a substance-related substantiation, sanctions related to substance use, etc. and relevant case history in accordance with CFSA's confidentiality requirements.
- (d) The referring party will contact the APRA intake site single point of contact or the corresponding point of contact at an ASTEP contractor to schedule a mutually agreed upon appointment for each client after a consultation with the APRA intake site. Clients will be given notice of scheduled appointment.
- (e) CFSA recognizes that under District of Columbia law and regulations, APRA can only fund substance abuse services for residents of the District of Columbia. District regulations (29 DCMR 2405) require that a client present a proof of residency to qualify for services. The CFSA referring employees will inform each client that he or she must present one of the following proofs of residency at the ARC or ASTEP provider in order to qualify for APRA-funded substance abuse services:
- (i) A valid motor vehicle operator's permit issued by the District;
  - (ii) A non-driver identification card issued by the District;
  - (iii) A voter registration card with current address in the District;
  - (iv) A copy of a lease or rent receipt for real property located in the District;
  - (v) A utility bill for real property located in the District; or
  - (vi) A copy of the most current federal income tax return or Earned Income

(vii) Credit Form.

## **2) APRA Responsibilities**

- (a) For the purposes of this MOA, APRA's "appropriate referral and intake location" are the Assessment and Referral Center (ARC) located at 70 N Street, NE, and the joint APRA/DMH satellite intake site situated at D.C. Superior Court.
- (b) APRA agrees to direct the ARC and the ASTEP contractors to accept and review the result of the GAIN-SS performed by the CFSA referring employee and any other pertinent information forwarded. The ARC or the ASTEP contractor will then conduct an assessment to determine the appropriate level of care for the presenting client. This assessment is required by 29 DCMR 2400.3 in order for APRA to fund treatment services for District residents.
- (c) To ensure timely information sharing, which is a vital component of providing appropriate and efficient treatment services, within 48 hours of conducting an assessment, and with a valid consent under 42 C.F.R. § 2.31 for the disclosure of alcohol and drug treatment information, the ARC, or ASTEP contractor, will provide CFSA with the following information from DATA:
  - (i) Confirmation of whether a referred client appeared for the assessment appointment at the appropriate referral and intake location;
  - (ii) Any historical data regarding a client's previous APRA assessment and treatment history covered under the parameters of the consent form authorizing communication between APRA and CFSA; and
  - (iii) An indication of whether a referred client completed the assessment (including or consented and did not follow-through with the assessment); the level of care recommended; and, if applicable, the name and contact information for the treatment provider selected by the client.
  - (iv) The treatment provider will enter information into DATA based on the level of client consent once in treatment
- (d) In the interest of capitalizing on the treatment investment that has already been made, as funding permits, APRA will assume the responsibility for providing and/or continuing the current (or comparable) treatment placement for District residents for whom CFSA began treatment, but for whom services were discontinued (e.g. case disposition).
- (e) APRA will identify the staff person responsible for coordinating the continuation of treatment for clients in this category.
- (f) Participate in CFSA planning regarding treatment.

## **C) CASE MANAGEMENT AND INFORMATION SHARING**

### **1) CFSA Responsibilities**

- (a) Once a treatment provider is selected, and CFSA is informed of the provider by APRA (see §B2e), the APRA intake counselor will identify the case worker/social

worker as a collateral contact in the DATA Profile and communicate the following information to the provider in the interest of care coordination. The case worker/social worker will include this information in the initial referral communication to APRA:

- (i) Social worker's current desk and cell phone numbers;
  - (ii) Social worker's current work site address;
  - (iii) Social worker's email address; and
  - (iv) Supervisor's name, email address, desk telephone number and cell phone number.
- (b) In order to continue case management and treatment planning efforts during the client's participation with APRA providers, the social worker will coordinate with the APRA treatment provider to:
- (i) Participate with APRA treatment providers in treatment staffings by phone or in person, in order to develop and/or revise the treatment plan or transition the client to the next phase of treatment;
  - (ii) Brief APRA treatment providers on any pertinent child welfare matters related to the client's treatment period;
  - (iii) Upon obtaining the required consent under 42 C.F.R. § 2.31 for the disclosure of alcohol/drug treatment information, obtain information from the APRA provider regarding compliance with and progress in treatment and a discharge summary, including discharge recommendations. CFSA will create a standardized records request policy which clearly articulates the information requested and a reporting schedule to minimize the administrative burden on the contracted treatment providers.

## **2) APRA Responsibilities**

Based on the case management and other relevant sections within the contractual agreements between APRA and its assigned contract providers, when a signed consent is obtained from the client, APRA will encourage its providers to regularly communicate compliance and participation information to the appropriate case social worker. Special emphasis is to be given to reporting when clients are ready for discharge and have co appearances, to include a discharge summary with recommendations. CFSA will create a standardized reporting request policy which clearly articulates the information requested and a reporting schedule to minimize the administrative burden on the contracted treatment providers.

## **D) MOA IMPLEMENTATION AND MANAGEMENT**

1. CFSA and APRA will hold an initial meeting for the purpose of planning the implementation of this MOA and ongoing quarterly meetings to discuss preferred methods of communication and information sharing, exchange contact information, and any other matters related to MOA implementation.
2. CFSA and APRA will collaborate to develop and deliver trainings for their respective staffs and staff within the APRA provider network. The objective of the

training sessions will be to: facilitate communication between CFSA and providers, enhance the providers' understanding of the child welfare system as it relates to clients who are receiving treatment, and for CFSA to understand the provider's roles and information about treatment. APRA will participate in the design of substance abuse trainings for CFSA staff and stakeholders

3. CFSA and APRA agree to develop and enter into a Business Associate Agreement pursuant to the Health Information Portability and Accountability Act (HIPAA) and the Privacy Rule.

## **V) MISCELLANEOUS**

### **A) APPLICABILITY**

While the terms and conditions described in this MOA apply to District residents who are referred to APRA by CFSA, some District residents with child welfare involvement may report to APRA, or an ASTEP contractor, without a referral from or knowledge of their assigned social worker. Nothing in this agreement precludes those individuals from receiving any APRA services to which they are otherwise entitled.

### **B) EFFECTIVE DATE**

This MOA will become effective upon the date of the signature of the last principal representing each Party and shall be evaluated after the effective date as necessary and at least annually to determine its continued relevance.

### **C) FULL AGREEMENT AND MERGER**

The terms and conditions of this MOA constitute the full and complete agreement between the Parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this MOA unless all Parties consent to vary or alter any provision of this MOA in a signed writing.

### **D) MODIFICATION**

Modifications of this MOA shall be based upon the mutual agreement of the Parties and shall be made in writing as an addendum to this MOA.

### **E) TERMINATION**

Any Party independently may terminate this agreement upon written notice to the other Parties, in which case the termination shall be effective thirty (30) calendar days after the date of the notice.

### **F) CONTROLLING REGULATIONS AND LAWS**

Each Party understands that the provisions of this MOA are subject to applicable laws and regulations of the District of Columbia and the United States.

### **G) PUBLICITY AND MEDIA**

Publicity releases and/or media interviews in connection with the activities credited to this MOA shall not be undertaken by any of the Parties without prior approval by CFSA, through its [Insert appropriate division here]; and APRA through the Office of the Senior Deputy Director; as appropriate.

**H) LIABILITY/INDEMNIFICATION**

Each Party is responsible for its own conduct under this MOA and retains immunity and all defenses available to it pursuant to federal law. No Party agrees to insure, defend, or indemnify another.

**I) ANTI-DEFICIENCY ACT**

Nothing contained herein shall be construed to obligate CFSA, or APRA to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

**J) NO THIRD-PARTY BENEFICIARY**

This MOA shall not and is not intended to benefit or to grant any right or remedy to any person or entity that is not a party to this MOA.

**K) NOTICES**

All notices shall be sent by the most expeditious means available including, but not limited to, facsimile, overnight courier, certified or registered mail, or email to the addresses set forth below. Any such notice shall be deemed delivered when received.

**L) PROTECTION OF SENSITIVE INFORMATION**

The Parties shall comply with all applicable laws, regulations, and rules whether now in force or hereafter enacted or promulgated, including, but not limited to, the federal and District of Columbia laws and regulations governing the disclosure of drug/alcohol treatment, HIV/AIDS/cancer, mental health information and federal Privacy Act protected records.

**M) NO RIGHTS CREATED**

This MOA does not, and shall not be construed to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

**N) JOINTLY DRAFTED**

This MOA shall be deemed to have been drafted by the Parties and, in the event of a dispute, shall not be construed against either Party.

**O) MISUSE OF CLINICAL INFORMATION**

Any person(s) using information derived from the DATA System in a manner which violates federal or District confidentiality law, or any applicable code of ethics, will have access to the DATA System permanently terminated. APRA will report such activity to the proper authority (e.g. professional licensing board, Office of the United States Attorney, etc.) as certain unauthorized privileged disclosures involve criminal and civil penalties.

**P) RESTRICTION ON LAW ENFORCEMENT APPLICATION OF CLINICAL INFORMATION**

No information garnered by using the DATA system shall be used for law enforcement purposes. Information garnered by CFSA from DATA shall not be given to law enforcement entities unless required by court order. If any criminal or civil action/enforcement occurs within 1000 feet of an APRA certified facility based

or surmised on the knowledge gathered from the DATA system, this MOA and access to DATA will terminate immediately.

**Q) MOA POINTS OF CONTACT**

Listed below are the individuals who may be contacted for matters pertaining to the implementation and management of this MOA.

**Child and Family Services Agency**

Dr. Benjamin A. Dukes, LICSW, LCSW-C, Director, Office of Wellbeing

Tel: 202-727cJ864

Email: benjamin.dukes@dc.gov

**Addiction Prevention and Recovery Administration**

Javon C. Oliver, MS, LCPC, LPC, Director of Treatment Tel: 202-727-8940

Fax: 202-727-0092

Email: javon.oliver@dc.gov

IN WITNESS WHEREOF: the parties hereto have executed this MOA as of the last date written below.

**Child and Family Services Agency:**

  
\_\_\_\_\_  
Brenda Donald  
Director, Child and Family Services Agency

9.26.13  
Date

  
\_\_\_\_\_  
Lionel C. Sims, Jr.  
General Counsel

09/13/13  
Date

**District of Columbia Department of Health:**

  
\_\_\_\_\_  
Dr. Joxel Garcia, M.D., M.B.A.  
Acting Director, Department of Health

9/18/13  
Date

  
\_\_\_\_\_  
For Frances Buckson  
RYAN SPRINGER  
Frances Buckson  
Interim Senior Deputy Director, APRA

9/19/13  
Date

  
\_\_\_\_\_  
Kenneth Campbell, Esq. *Philip L. Husband*  
General Counsel

09/16/13  
Date