CS-06-78

POLICY WORKING AGREEMENT BETWEEN FAMILY MATTERS OF NASSAU COUNTY, NASSAU COUNTY MENTAL HEALTH, ALCOHOLISM AND DRUG ABUSE COUNCIL, THE DEPARTMENT OF CHILDREN AND FAMILES, DISTRICT IV NORTH EAST FLORIDA ADDICTION NETWORK, AND' SUBSTANCE ABUSE AND MENTAL HEALTH DISTRICT IV PROGRAM

I. PARTIES TO THE AGREEMENT

The parties to this agreement are the Nassau County Mental Health, Alcoholism and Drug Abuse Council, DBA, Sutton Place Behavioral Health, Family Matters of Nassau County, the Department of Children and Families District IV, the Department of Children and Families Substance Abuse Mental Health Program Office, District IV and Northeast Florida Addictions Network, Inc.

II. PURPOSE

The purpose of establishing this Policy Working Agreement is to develop and maintain an integrated and coordinated response to the problems of parental substance abuse, mental illness, and child emotional disturbance and/or substance abuse in child maltreatment and neglect cases.

III. GOALS

All parties to the agreement must strive for success in accomplishing the following goals:

a. To protect and ensure the safety of children.
b. To prevent and remediate the consequences of substance abuse, mental illness, and domestic violence of families involved in protective supervision or at risk of being involved in protective supervision.
c. To plan for family preservation and/or permanency through strengthened engagement of families and improved teaming among the involved professionals; and
d. To support families in recovery with substance abuse and mental health issues.

IV. TERMS OF AGREEMENT

The terms of this agreement cover procedures for initial contact, on-going contact, cross system communication, confidentiality, training and evaluation. Terms substantially track the key elements (domains) essential for a systems approach to serving substance-involved families and families with serious mental health issues in the Child Welfare system outlined in *SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES SPECIAL CONSIDERATION TO ENSURE INTEGRATION WITH COMMUNITY-BASED CARE.* The parties also agree to implement, as applicable, the products of the in-depth technical assistance work plan.

A. Local Level Policy Development

The parties agree to collaborate in the development and analysis of policy and subsequent revisions that will support improved screening, assessment and retention in treatment in families with substance abuse and mental health treatment needs who are also served by the child welfare system.

B. Co-Location

The parties agree to encourage the co-location of substance and mental health screening and initial assessment in the Child Protective Investigation Offices of staff conducting initial child protective investigations. This co-location of child welfare staff and substance abuse and mental health staff will ensure the linkage and communication between multiple systems and make the gathering of collateral information easier.

C. Identification of Alcohol and Other Drug Addiction, Mental Health Needs, and Potential Child Abuse and Neglect

1. Identification of Other Drug Addiction, Mental Health, and Potential Child Abuse and Neglect

All parties agree to make screening for substance abuse and mental health a standard element of every protective service risk assessment. The screening will incorporate collateral contact information, as well as drug testing, when appropriate.

2. Assessment Process

The parties agree that if substance abuse problems or mental health needs are detected, a timely family assessment will be conducted to determine how drug and alcohol factors or mental health issues are affecting the family across all domains, including health, employment history, legal problems, living arrangements and parenting abilities. The assessment will indicate the severity of the substance abuse or mental health problems and the services needed to be in an initial treatment plan.

I n order to make appropriate decisions about substance abuse and mental health treatment, child safety, reunification, and termination of parental rights, the assessment process will include information from the comprehensive assessment, psychological evaluation, psychiatric evaluation and child welfare case files as appropriate.

3. Referral Process for Behavioral Health Services

The Child Protection Investigators and Family Services Counselors will personally connect individuals to an appropriate treatment program or share the Child Safety Assessment results with the treatment program prior to its assessment of the individual. During the course of an open investigation, investigators will use consistency in obtaining follow-up to determine whether an individual actually made contact with a behavioral health provider.

All parties to the agreement will communicate promptly with child welfare staff regarding whether an individual referred by child welfare actually made contact with the treatment modality to which they were referred.

All parties will establish agreements that define the process, responsibilities, and contact positions that will document a behavioral health assessment and any

recommended services that are to be provided. The agreement will also include expectations of access to services for both children and adults and their parents or guardian in need of assessment or treatment.

Additionally, the parties agree to coordinate with the district's Single Point of Access (SPOA) as outlined in CFOP 155-10 as appropriate.

D. Care Coordination/Case Management

The parties agree to establish collaborative relationships to increase the practice of joint case planning and to integrate the goals of the child welfare case plan in the person's substance abuse or mental health treatment process. To this end, collaborative relationships will be established locally to:

1. Ensure a functional assessment is initiated and an appropriate team is assembled during the investigation;

2. Ensure a timely transfer of cases from investigations to service providers;

3. Enable community-based care lead agencies and providers; substance abuse service providers and mental health service providers to meet a broader range of family needs;

4. Allow agencies to better coordinate their efforts and ensure that they neither overwhelm families with requirements nor impose conflicting demands; and

5. Enable a more efficient use of limited resources and prevent inefficient parallel program development.

E. Confidentiality

The parties agree to develop operational procedures to address confidentiality issues between their respective program areas.

The statutory basis that guides confidentiality for substance abuse, mental health and child welfare systems can be found in Chapter 397.501 (7), F.S.; 42 C.F.R., Part 2; 42 U.S.C. 1320d, 45 C.F.R., Parts 160 and 164; section 394.4615(1), F.S. and section 39.202, F.S.

Specifically, the parties agree to the following:

1. Support the sharing of information regarding mutual persons served for the purpose of coordinating the provision of optimal services.

2. Share information from case records and automated systems about individuals and families when needed for purposes of assessment, case planning, case management, therapeutic services and treatment after securing appropriate consent specifically allowing for his/her health/behavioral health information to be released for this purpose.

3. To be responsible for the security of automated systems and provide, as appropriate, direct on-line access to automated Department of Children and Families records to staff that have need for the information to accomplish legitimate business purposes as described in "c" above.

4. To ensure, via rule or operating procedure that, statutory mandates directed to ensure the confidentiality of records or materials will be enforced equally as to their own records or materials and as to those of the sharing program office.

5. To ensure that concerns with possible legal prohibitions on the sharing of information are brought to the immediate attention of their legal counsel and that legal counsel will work together to resolve any such issues in an expeditious fashion.

6. To ensure that confidentiality training is provided that includes guidance about best practices for referrals, joint case planning and how information can be shared while complying with the confidentiality requirements.

F. Effective and Accessible Treatment Services

The parties will make every effort within available resources to increase the availability, access, and effectiveness of treatment. Priority will be given for treatment placement to child welfare referrals, second only to federal requirements for first priority treatments placement of pregnant substance abusing women and injecting drug users. Mental health service providers will give priority to individuals or families referred by child welfare, second only to those priorities identified in statute, litigation, or administrative rule. Similarly, every effort will be made to include capacity to concurrently serve both the parent or guardian and the children. Additionally, because few treatment programs are able to provide all the identified needs, they will develop collaborative agreements with other agencies to maximize the response to the multiple needs of these individuals. Child Welfare and Community-Based Care will make every effort to improve their ability to engage and retain the individuals they are serving who are in treatment and support their ongoing recovery.

The parties agree to utilize appropriate current and future opportunities to expand and enhance substance abuse and mental health treatment for individuals and families in child welfare through newly available funding such as block grant, general revenue, and Medicaid and TANF dollars to close the public treatment gap in serving this population.

G. Continuing Care

Parties to this agreement will make every effort within available resources to expand the provision of formalized continuing care programs that address relapse prevention, individual and family therapy, life skills training, safe and drug-free housing and job training. These services will be culturally competent, convenient, accessible and affordable.

H. Prevention and Treatment Services for Children

When possible, all parties to this agreement will expand and enhance substance abuse and mental health prevention and treatment services for children under child protection that attends to their healthy emotional, social and cognitive development and the high risk of substance abuse, behavioral and other problematic behaviors as needed, with emphasis on prevention services.

I. Training

All parties agree that specific cross trainings will be developed and provided to include such topics as:

1. Screening tools that go beyond a single question to include the presence of drug and alcohol problems and the differentiation (DSM IV-TR definition) between use, abuse, and dependence;

2. How to identify and intervene with substance abuse and addiction;

3. Treatment modalities and effectiveness, what providers do and their capacity, and what local resources exist and how they differ;

4. Addiction as a family disease, the dynamics of substance abusing families, and impact on parenting;

5. An awareness of the phases of recovery as measures of parents' readiness for child custody;

6. Effective parenting, family support, and family skills training models;

7. Administering a mental status examination;

8. Administering a standardized screening instrument for mental health disorders;

9. Understanding the roles and responsibilities of mental health case managers;

10. Confidentiality laws and regulations;

11. Core training in child welfare, substance abuse and mental health systems; and

12. Joint case planning

13. Specific training in issues of domestic violence

14. Updates to Dependency Law and reporting requirements

J. Accountability and Evaluation

The parties agree to work towards modification in their respective data systems to be able to measure respective and joint outcomes for the families in the system so that all

applicable systems can identify target areas and implement strategies to improve outcomes for this population. There is agreement to implement necessary processes to measure applicable performance standards that may be required of affected programs through the General Appropriation Act. Through accountability and collaborative evaluation, the providers will be better able to merge data systems and integrate results.

K. Other Agreed Upon Terms

All terms of this agreement are fully understood and accepted. This agreement becomes effective upon execution by all parties. The signatories of this agreement accept the responsibility for resolving the disputed issues among parties. Changes in law or to the Florida Administrative Code that conflict with any part of this agreement will take precedence upon implementation. These changes will then be incorporated into the agreement upon annual period of review. This agreement is annually renewed unless revisions are determined to be necessary by one or more parties to the agreement.

We, the undersigned, agree to the terms of this Policy Working Agreement.

Nassau County PWA

Nancy Dreicer, District Administrator, District IV — Date: 3/2/06

R. H. Warfel, SAMH Program Supervisor, District IV — Date: 3/2/06

Rick Hankey, CEO, North East Florida Addictions Network (NEFAN) — Date: 3/14/06

Derya Williams, CEO, River Region Human Services — Date: 4/5/06

Gary Powers, CEO, Gateway Community Services — Date: 4/5/06

Ed Dews, CEO, Nassau County Mental Health Alcoholism & Drug Abuse Council — Date: 3/2/06

BOARD OF COUNTY COMMISSIONS
NASSAU COUNTY, FLORIDA

Thomas D. Branan, Jr.
Its: Chairman

ATTEST:

John A. Crawford By: [illegible] A.S.T.O. Chairman Signature
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

MICHAEL S. MULLIN