

**SFY 2011 MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE DEPARTMENT OF HUMAN SERVICES'
DIVISION OF FAMILY DEVELOPMENT (DHS-DFD)
AND
THE DEPARTMENT OF CHILDREN AND FAMILIES'
DIVISION OF YOUTH AND FAMILY SERVICES (DCF-DYFS)
FOR
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) ELIGIBLE RECIPIENTS
IN THE CHILD PROTECTIVE SUBSTANCE ABUSE INITIATIVE (CPSAI)**

WHEREAS, the Department of Human Services' Division of Family Development (hereafter referred to as DHS-DFD) in partnership with the Department of Children and Families' Division of Youth and Family Services (hereafter referred to as DCF-DYFS) recognize the need to promote coordinated substance abuse services for TANF eligible families with active child welfare cases who do not exceed 250% of the Federal Poverty guidelines and meet the criteria for TANF Maintenance of Effort Funds (MOE), and

WHEREAS, DHS-DFD and DCF-DYFS agree that the Child Protective Substance Abuse Initiative (CPSAI) services shall include substance abuse screening, assessment, extended assessments and evaluations, systems coordination, referrals to treatment through the DHS-DFD Substance Abuse Initiative (SAI) for DCF-DYFS clients with DHS-DFD active welfare cases and direct referrals to treatment for DCF-DYFS clients without DHS-DFD active welfare cases, and

WHEREAS, DHS-DFD and DCF-DYFS agree that systems coordination shall include, but not be limited to, timely identification of the TANF and DYFS case status of all CPSAI and SAI clients and collaborative service planning among designees from the DHS-DFD County Welfare Agencies, CPSAI and SAI programs, and local DCF-DYFS Offices on mutual system families, and

WHEREAS, DHS-DFD and DCF-DYFS agree that the CPSAI and the SAI vendors shall use substance abuse assessment tools based on the Addiction Severity Index (ASI) and American Society of Addiction Medicine (ASAM) placement criteria to determine a substance use disorder (SUD), refer clients to the appropriate level of treatment, and perform the functions of systems coordination.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I) Under this agreement, 'DHS-DFD is the "Funding Agency" and DCF-DYFS is the "Administering Service Agency."

A) Obligations and Rights of the Funding Agency:

- 1) To fund the CPSAI, \$\$\$\$\$\$ in DHS-DFD funds will be transferred to DCF-DYFS for approved expenditures for the period of July 1, 2010, to June 30, 2011, upon execution of this agreement. DHS-DFD funding for the CPSAI shall cover services for TANF eligible families who do not exceed 250% of the Federal Poverty guidelines, meet the criteria for TANF Maintenance of

Effort Funds (MOE) and have open child welfare cases. Unspent funds must be returned to DHS-DFD by December 31, 2011.

- (a) Payment is contingent upon the satisfactory delivery of services as described in this agreement, meeting the reporting and monitoring requirements, and other special conditions contained in Attachments A, B, C, D, E, F, G and H. Administrative costs may not exceed 10% of the \$\$\$\$\$\$\$\$\$\$ allocation.
- 2) DHS-DFD shall monitor the progress of the DCF-DYFS CPSAI to ensure the timely delivery of services, coordination with the DHS-DFD SAI and the timely submission of financial, programmatic, and outcomes reports.
- 3) Audit
 - (a) The Funding Agency shall have the right to audit all accounts and records maintained by the Administering Service Agency and the grantees of these funds. To effectuate this provision, the Funding Agency shall be afforded, during normal business hours, access to all accounts and records of the Service Provider Agency and its grantees that receive funds under this MOU. The Administering Service Agency and its grantees shall keep all accounts and records for a period of seven years.
- 4) Work Product and Confidentiality
 - (a) The parties agree that any work product, including data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the requested services shall be considered owned by the State and both the Funding Agency and the Administering Service Agency shall have joint rights to such information. Further, the parties agree that the public release of information directly related to this MOU shall be upon agreement of the Funding Agency and the Administering Service Agency. Further, parties agree to act in good faith to identify any Open Public Records Act (N.J.S.A. 47:1A-1) request related to this MOU or the information and/or data gathered in relation to services provided through this MOU, and to advise the other party of same. Further, both parties agree that any release of said information shall be made only in agreement with both parties. Both parties agree to act expediently and in good faith to advise, negotiate and resolve disputes related to a request pursuant to Open Public Records Act requests.
 - (b) All parties covered under this agreement shall follow the confidentiality law and regulations of N.J.S.A. 44:10-47 and N.J.S.A. 10:90-7.7, Alcohol and Drug Abuse Patient Records, 42 CFR, Part B and Health Insurance Portability and Accountability Act (HIPAA) guidelines when requesting and/or releasing client information. In addition, all parties covered under this agreed shall follow the confidentiality law and

regulations of N.J.S.A. 9:6-8.10a, which hold confidential DYFS related information, including but not limited to release of information or identity of DYFS clients.

5) Equipment

- (a) All equipment acquired with funds from this Agreement shall be the property of DCF-DYFS; CPSAI agrees to maintain adequate insurance.

II) Obligations and Rights of the Service Provider Agency:

A) Reporting Requirements:

- 1) As CPSAI expenditures will be claimed by DHS-DFD for TANF/MOE eligible recipients only, DCF-DYFS will monitor and report information to DHS-DFD that ensures these funds covered services for TANF/MOE eligible recipients. Attachments A, B, C, D, E, F, and H of this agreement describe individuals and services that are eligible for TANF and TANF/MOE and eligible for reimbursement under this MOU.
- 2) DCF-DYFS will ensure CPSAI vendors achieve the programmatic, performance and other outcomes identified in the grantees' contract, Attachment F, and report these findings in quarterly Program and Outcomes Reports. These reports must be submitted within 20 days of the end of each calendar quarter to Annette Riordan, Transitional Services Unit in County Operations at DHS-DFD.
- 3) Quarterly Financial Reports must be submitted by DCF-DYFS to DHS-DFD within 20 days of the end of each calendar quarter. These reports should be sent to the attention of Nicholas Butkewicz, Office of Federal Reporting at DHS-DFD. A cover memo must be submitted by an authorized agency official along with the name and telephone number of the individual that completed the report (Attachments B). The report that documents TANF 250% FPL eligibility should be appended to this quarterly report (Attachments D and E). All unspent funds must be returned to DHS-DFD by December 31, 2012.
- 4) Final Reports must be submitted by DCF-DYFS to DHS-DFD within 90 days of the end of this MOU (Attachment B).

III) Terms and Terminations

- A) This agreement may be terminated by either party with or without cause upon (30) thirty-days advance written notice.
- B) DHS-DFD shall not be held liable for any termination of this MOU due to changes in available funding. In the event funding for the project is cut, it is within DHS-DFD's discretion to terminate the MOU.

C) Subject to any rights of termination hereinafter set forth, this agreement shall become effective on July 1, 2010, and shall remain valid through June 30, 2011. Extensions of this agreement require the approval in writing of both DHS-DFD and DCF-DYFS.

IV) Principal Contacts

A) The principal contacts for all notifications under this agreement for the DHS-DFD shall be:

Program Contact

Annette Riordan
Transitional Services County Operations
6 Quakerbridge Plaza
P.O. Box 716
Trenton, NJ 08625-0716
(609) 631-4525

Fiscal Contact

Dave Holton
Budget and Accounting Unit
6 Quakerbridge Plaza
P.O. Box 716
Trenton, NJ 08625-0716
(609) 584-4041

B) The principal contacts for all notifications under this Agreement for DCF-DYFS shall be:

Program Contact

Tyrone Richardson
50 East State Street
P.O. Box 717
Trenton, NJ 08625-0717
(609) 943-4206

Fiscal Contact

Jim Dolan
50 East State Street
P.O. 717
Trenton, NJ 08625-0717
(609) 984-6987

V) We the undersigned, consent to the contents of this agreement:

The New Jersey Department of Human Services

Signature: _____
Jennifer Velez, Commissioner
Department of Human Services

Date: _____

The New Jersey Department of Children and Families

Signature: _____
Kimberly Ricketts, Commissioner
Department of Children and Families

Date: _____

**EXPENDITURE REPORTING INSTRUCTIONS FOR ACTIVITIES
FUNDED FROM THE TEMPORARY ASSISTANCE FOR NEEDY
FAMILIES (TANF) BLOCK GRANT OR STATE TANF
MAINTENANCE OF EFFORT**

COSTS ELIGIBLE FOR TANF FEDERAL FINANCIAL PARTICIPATION OR STATE
TANF MAINTENANCE OF EFFORT

1. Clients receiving goods and services must be TANF eligible for the specific program or service per the approved, Department of Human Services' TANF State Plan. Documentation must be available to verify client eligibility.
2. A State may not use Federal TANF or State Maintenance of Effort (MOE) funds to satisfy a cost-sharing or matching requirement of another Federal program unless specifically authorized by Federal law. However, to foster expenditures on transportation services that could help low-income families' access employment, section 3037 of the Transportation Equity Act (Pub. L. 105-178) specifically allows States to use Federal TANF funds (up to a statutory limit) to help meet cost-sharing requirements under the Job Access program.
3. A State may not use Federal TANF or State MOE funds to supplant or satisfy required State matching requirements in other programs. However, a State may generally spend TANF funds and MOE funds to supplement the services provided by other programs.
4. Any costs that are charged to the TANF program must be necessary, reasonable, and allocable to the program. The Federal Office of Management and Budget (OMB) cost principles (in Circular A-87) address the requirements and bases for allocating costs that may be associated with more than one Federal program or a non-Federal program. Basically, total allowable costs can consist of direct and indirect costs. A cost is either direct or indirect; it cannot be both. First, the allowable direct costs must be determined and assigned. Second, allowable indirect costs must be allocated, using a methodology that accurately assigns the costs in accordance with the relative benefits attributable to each program.
5. Expenditures must be actual cash disbursements (net of any applicable credits) and not estimates or obligations. Reported expenditures cannot be payments to subgrantees (e.g., advances), but must be the actual cash disbursements made by the subgrantee.
6. All reported expenses must be in accordance with the Memorandum of Understanding between DHS-DFD and DCF-DYFS.

**EXPENDITURE REPORTING INSTRUCTIONS FOR ACTIVITIES
FUNDED FROM THE TEMPORARY ASSISTANCE FOR NEEDY
FAMILIES (TANF) BLOCK GRANT OR STATE TANF
MAINTENANCE OF EFFORT**

SUBMISSION OF EXPENDITURE REPORTS

1. A quarterly expenditure report must be submitted within 20 days after the end of each quarter. The report should be sent to the attention of Nick Butkewicz, Manager, Financial Reporting Unit, DHS-DFD. A cover memo must be submitted by an authorized agency official along with the name and telephone number of the individual that completed the form.
2. At a minimum, the costs for direct services provided by each contractor must be separately identified from administrative costs incurred by DCF-DYFS. However for sub-grantees, the total amount of the contract is considered direct services (program costs) and administration for those agencies need not be reported separately.
3. DCF-DYFS expenditure reports are subject to review by authorized State and Federal representatives.

DEFINITION OF ADMINISTRATIVE COSTS AS PER FINAL TANF REGULATIONS

DEFINITION OF ADMINISTRATIVE COSTS

In accordance with the Final Temporary Assistance for Needy Families (TANF) regulations, specifically 45 CFR Part 263.0(b), administrative costs include and exclude the following:

ADMINISTRATIVE COSTS INCLUDE:

Administrative costs are those expenses necessary for general administration and coordination of TANF (including indirect and overhead), including:

- Salaries and benefits of staff performing administrative and coordination functions;
- Activities related to eligibility determinations;
- Preparation of program plans, budgets, reports, schedules and other documents;
- Monitoring of programs and projects;
- Fraud and Abuse units;
- Public relations;
- Services related to procurement, accounting, litigation, audits, property management and personnel;
- Management Information Systems not related to the tracking and monitoring of TANF requirements (e.g., payroll and personnel systems for staff administering TANF);
- Costs for the goods and services required for administration (e.g., activities mentioned above) of TANF, such as:
 - Supplies
 - Equipment
 - Travel
 - Postage
 - Utilities
 - Office space

ADMINISTRATIVE COSTS EXCLUDE:

- Direct costs (salaries, benefits, related direct administrative costs) of staff providing program services, such as:
 - Providing Early Employment Initiative (Diversion) funding
 - Providing program information to clients
 - Screening and assessments
 - Development of Employability Plans
 - Work activities
 - Post-employment services (e.g., child care and transportation)
 - Work supports
 - Case management
 - All costs for contracts devoted entirely to the above services.

250% Federal Poverty Level (2010)

The Service Provider Agency must assure that services are for families that do not have income above 250% of The Federal Poverty Level of the 2010 Maximum Income for eligibility for Temporary Assistance for Needy Families (detailed below).

250% Federal Poverty Level (2010)

Family Size	Monthly Income	Annual Income
1	\$2,256	\$27,075
2	\$3,035	\$36,425
3	\$3,815	\$45,775
4	\$4,584	\$55,125
5	\$5,373	\$64,475
6	\$6,152	\$73,835
7	\$6,931	\$83,175
8	\$7,710	\$92,525
For family units of more than 8, add for each additional person	\$779	\$3,740

Family size in a household shall be comprised of those individuals who are living together and functioning as one economic unit whose relationship is based upon a blood and/or legal relationship. (A legal relationship is one that is created through marriage, adoption, or legal guardianship procedures.) The eligible WFNJ/TANF assistance unit includes the parent(s), parent person(s) or legal guardian (see (a) 3 below) and his or her children up to the age of 18, or up to the age of 19 if they are full-time students in a secondary school, or in the equivalent level of vocational or technical training, and are reasonably expected to complete the program before reaching age 19. Children up to the age of 21 are also eligible for WFNJ/TANF if they are enrolled in a special education program.

Income refers to earned or unearned and means, but is not limited to, child support, commissions, salaries, self-employed earnings, and spousal support payments, interest and dividend earnings, wages, receipts, unemployment compensation, any legal or equitable interest or entitlement owed that was acquired by a cause of action, suit, claim or counterclaim, insurance benefits, temporary disability claims, estate income, trusts, Federal income tax refunds, state income tax refunds, homestead rebates, inheritances, lottery prizes, casino and racetrack winnings, annuities, retirement benefits, RSDI, veterans' benefits, union benefits, or other sources that may be construed or defined as income.

AGENCY OVERVIEW *Agency Specific*

PURPOSE AND GOALS: The goal of the Child Protection Substance Abuse Initiative (CPSAI) is **child safety** through the identification, assessment, referral, and follow up of clients to substance abuse treatment programs and support of the recovery of clients.

Agency X Will Provide

- a. Consultation with DCF-DYFS workers as needed to identify appropriate cases to be assessed.
- b. Standardized substance abuse assessments, including urine drug screens, referral and case management to, and advocacy for, appropriate levels of treatment.
- c. Extended Assessment services as described below.
- d. Substance abuse training to DCF-DYFS staff to facilitate the early identification of potential substance abuse issues.
- e. Identification of cases appropriate for Work First New Jersey Substance Abuse Initiative (SAI) and coordination of treatment placement
- f. Collaboration with provider agencies for treatment coordination, follow up and monitoring of treatment compliance in keeping with current case closing protocols.
- g. Ongoing written and verbal case conferencing with DCF-DYFS staff.
- h. Systems coordination facilitating communication between DCF-DYFS and the Local County Welfare agency (see systems coordinator information under staffing).
- i. Transportation and support services

OPERATION OF THE CPSAI:

Service Goals and Objectives - The overall goal of the CPSAI project is to provide assessment, treatment referral, motivational support, and related transportation to clients referred by DCF-DYFS Workers.

Specific DCF-DYFS Regional Catchments Areas *Agency Specific*

Level of Service Provided

- a. Each CADC/LCADC will provide 25 completed assessments per month with the exception of court assigned CADC.
- b. Each counselor aide will provide service to a minimum of 25 families per month.
- c. There will be two attempts initiated to bring the client into the Local Office for an assessment. After two documented unsuccessful attempts to complete an assessment in the Local Office, a visit can be conducted in the home to acquire the assessment.
- d. After three No Shows from the date of the referral given to the CADC, the referral must be given back to the DCF-DYFS Worker. This process should take place within a three-week period.
- e. Urine drug screens must be accompanied by an assessment.

ATTACHMENT F – CONTINUED

- f. There can be up to two urine drug screens utilized for a client for the assessment; the first one must include a full assessment. If an additional urine screen is needed beyond the two, either the case should be closed or a new referral should be made by the DCF-DYFS Worker to the CPSAI for the client to undergo a new assessment or for the client to complete an extended assessment.
- g. Clinically appropriate clients will be assessed for an Extended Assessment. Of those clients referred who did not receive a diagnosis in the initial assessment, 75% of these clients will complete an Extended Assessment.
- h. 60% of all clients assessed (either through the regular assessment process or through the extended assessment process) must be placed into the respective level of treatment within 30 days of the completed assessment.

Priorities and Time Frames

- a. Priority #1 cases are those that are referred, either at intake or during an ongoing case, in which it is believed that substance abuse within the home poses an imminent risk of harm to the child for abuse or neglect. A substance abuse assessment must be completed within 24 hours of receiving the referral at this level.
- b. Priority #2 cases are existing DCF-DYFS in-home supervision cases in which substance abuse poses a risk of harm to the child for abuse or neglect. A substance abuse assessment must be completed within 48 hours of receiving the referral at this level.
- c. Priority #3 cases are Out-of-Home placement cases in which family reunification may be delayed or cannot occur due to substance abuse of the parent/caretaker. A substance abuse assessment must be completed within 72 hours of receiving the referral.

Referral Process

- a. DCF-DYFS Worker completes 11-46 referral form and submits to Gatekeeper for review and signature.
- b. Gatekeeper checks to see if the client is welfare eligible.
- c. If client is, follow protocol for referring clients to SAI
- d. If client is CPSAI eligible, gatekeeper signs referral form
- e. Referral is given to CPSAI provider (Follow priority #1, #2, #3 protocol)
- f. Assessment is completed utilizing ASI-F and LOCI-2R assessment tools.
- g. An Income Verification form is completed.
- h. If Priority #1, case conference immediately with DCF-DYFS staff to supply verbal recommendations. Written treatment recommendations and copy of assessment provided within 1 business day from assessment completion.
- i. If Priority #2, written treatment recommendations and copy of assessment provided to DYFS staff within 2 business days from assessment completion. Unless case is needed for court, written documentation will be given within 1 business day.
- j. If Priority #3, written treatment recommendations and copy of assessment provided to DCF-DYFS staff within 3 business days from assessment completion.

Extended Assessments - An Extended Assessment would offer:

- a. 1 urine drug screen per week or as clinically appropriate.
- b. 4-8 contact hours per three to four week period including:
 - Individual, group or family contacts, as well as planned educational experiences focused on helping the individual recognize and avoid harmful or inappropriate substance use.
 - An Extended Assessment is performed to screen for and rule in or out substance related disorders
- c. Client engagement to improve participation in the assessment process.
- d. Outreach efforts will be made to engage clients who are not compliant with the assessment protocol.
- e. Treatment recommendations will be made based on the results of the extended assessment the ASAM patient placement criteria.
- f. Written reports including treatment recommendations to appropriate staff.
- g. Preparation for and participation in case conferences as appropriate.

Eligible Clients Include

- a. Clients clinically indicated as needing further assessment.
- b. The individual who has risk factors that appear to be related to substance abuse, however, do not meet the diagnostic criteria for substance related disorder as defined in the current Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) of the American Psychiatric Association or other standardized and widely accepted criteria.
- c. A client resistant/non-compliant to the assessment process and outcome. Self-report of substance use different from collateral information provided by DCF-DYFS Worker.

Program Staffing (*Staff will vary by region/provider*)

Psychiatric Consultant *Agency Specific*

Director Substance Abuse Services (1)

Qualifications:

- Master's Degree in Social Work or related field, LCSW preferred
- NJ State Certified Alcohol and Drug Counselor/LCADC eligible
- Knowledge of HIV

Responsibilities:

- Ensures that all terms and conditions of the contract are being met
- Refines, expands and improves program services, policies and procedures through ongoing analysis, evaluation and familiarity with current trends in the field of substance abuse
- Maintains documentation and compiles and analyzes statistical data regarding the CPSAI project

CPSAI Project Manager (1)

Qualifications:

- Master's Degree in Psychological Counseling, Social Work, or related field
- NJ State Certified Alcohol and Drug Counselor (CADC) LCADC eligible
- ASAM PPC-2R, ASI F and LOCI proficient.

Responsibilities:

- Supervises the Project Coordinator to ensure that all levels of services are being fulfilled
- Is available to problem-solve when needed
- Submits all required reports
- Serves as liaison with the DCF-DYFS District Office and designees and with statewide treatment programs.

CPSAI Project Coordinator (1)

Qualifications:

- Preferred: Master's Degree, Certified Clinical Supervisor (CCS)
or
Certified Alcohol and Drug Counselor (CADC) LCADC eligible or CADC (LCADC eligible)
- Minimum of five years experience working with families seriously affected by substance abuse
- Minimum of two years in supervisory capacity
- Knowledge and experience in ASAM PPC2-R, ASI/ASI F, and LOCI.

Responsibilities:

- Project coordination
- Training of all staff involved in this project
- On site supervision of CADC staff
- Coverage as needed for vacant CADC positions

Clinical Supervisor (2)

Qualifications:

- Preferred: Master's Degree, CADC, and 2 years experience with substance abusing families, or
- Bachelor's Degree, CADC and 4 years experience in the substance abuse field

Responsibilities:

- Project coordination
- Training of all staff involved in this project
- On site supervision of CADC staff
- Coverage as needed for vacant CADC positions

Administrative Assistant/Secretary (1)

Qualifications:

- High School Diploma and Computer literate

Responsibilities:

- Provide secretarial support for the CPSAI staff including report preparation, typing, and record keeping.

Certified Drug and Alcohol Counselors /Licensed Clinical Alcohol and Drug Counselors

Qualifications:

- CADC/LCADC and three years of experience in substance abuse treatment

Responsibilities:

- Conduct assessments and urine screens of DCF-DYFS referred clients
- Coordinate activities of counselor aides
- Serve as liaison with the local treatment agencies
- Submit all necessary reports.
 - * Must have valid driver's license as determined by agency

Counselor Aides

Qualifications:

- High School Diploma or Equivalency

Responsibilities:

- Client transportation
- Provide motivational interviewing to support and coordinate treatment process
- Urine monitoring as needed.
 - * Must have valid driver's license as determined by agency

Systems Coordinator

Qualifications:

- A bachelor's degree or an associate's degree and 3 years of experience working with a human service population
- The ability to work across governmental and community-agency organizational systems with different policies and structures in order to obtain necessary services and provide timely information on cases.

Responsibilities:

- Coordinate all substance abuse referrals for DCF-DYFS clients
- Coordinate welfare and child welfare client flow, referrals, assessments and treatment placement between DHS-DFD/DCF-DYFS and treatment agencies.
- Identify case status eligibility in DHS-DFD, DCF-DYFS, and Medicaid.
- Electronically log all referrals, maintain accurate and up-to-date records, and provide monthly tracking reports as required by DHS.
- Facilitates and participate in the case conference process.
- Communicate regularly with DHS-DFD–SAI and DCF-DYFS–CPSAI workers, regarding the status of all multiple systems clients.

ATTACHMENT F – CONTINUED

All staff will have the appropriate credentials and qualifications for the proposed services. Staff will be proficient in the use of ASAM PPC2-R criteria, ASI F, and LOCI. In addition we will ensure that all staff receives cross training in both substance abuse and mental health to assure appropriate assessment and referrals.

(See Budget for LCADC staffing pattern)

Management and Supervisory Methods that will be Utilized:

Daily management will be provided by CPSAI Project Manager. The Project Manager will supervise the Project Coordinator at weekly meetings to ensure that all levels of services are being fulfilled. The Project Manager will also be available to problem-solve when needed. All required reports and records will be submitted to the Project Manager by employees involved in this project by a specified date.

The Project Manager will meet with Gatekeepers from each Local Office at least monthly. The Project Manager will be in contact with the Project Coordinator everyday to monitor the activities on a daily basis. The Project Coordinator reports to the Project Manager, and they will meet weekly to ensure effective and efficient problem identification and resolution. Either the Project Manager or Project Coordinator or fully credentialed alternate will be available by cell phone.

Each CADC/LCADC staff member will be provided weekly clinical supervision by clinical supervisors. Supervision will include the reviewing of charts and clinical assessments as well as continuous training.

Direct supervision of the Project Manager will be provided by the Director of Substance Abuse Services.

Direct Practice Reporting: Substance abuse worker will:

- Case conference with appropriate DYFS staff immediately upon completion of assessment.
- Submit written report, including treatment recommendations, to appropriate DCF-DYFS staff within three days of completion of assessment unless otherwise agreed upon.

Program Evaluation: Methods to be used to measure the quality of the services and agency's performance:

Program quality, progress, and successful achievement of goals and objectives are evaluated on an ongoing basis through performance improvement methodology encompassing service utilization, process and outcome measures, and client satisfaction. Performance improvement methodology is utilized for delineation of measurable performance expectations, data collection, data aggregation and analysis. Data will be analyzed and evaluated by the Director of Substance Abuse Services on a monthly basis. Data findings that deviate from contract specifications will prompt

ATTACHMENT F – CONTINUED

immediate action for improvement. Effective performance improvement and data management processes will be overseen by the appropriate manager/supervisor for the agency.

Service Utilization

Actual service utilization will be measured in relation to contract specifications to ensure achievement of service units.

- Number of unduplicated clients and families served will be monitored using the Quarterly Program Report submitted to DCF-DYFS.
- Number of assessments and urine tests will be tracked through use of the Monthly Service Report.

Process Measures

Process measures assess quality of care pertaining to provision of services and staff competency.

- Record audits will measure status of objectives pertaining to timeliness of assessments
- Performance appraisals and competency of staff is measured at 30-day and 90-day intervals post date of hire and at 12-month intervals thereafter; assessment of competency findings are aggregated by the organization and become the basis for staff training needs and supervision.

Outcome Measures

Measures assessing effectiveness of program services are currently provided through DCF-DYFS reports.

METHODS TO ENSURE ACCESSIBILITY OF SERVICES

Service Coordination:

Agency will provide assessment, referral, case management, transportation and links to a comprehensive array of substance abuse and other related services. Services to be provided directly through this contract will include:

1. Substance abuse assessments
2. Referrals to appropriate levels of care
3. Case management to support access to treatment
4. Transportation

Agency will continue to develop and maintain close working relationship with multiple treatment providers throughout the State of New Jersey. Agency will continue to maintain representation on and serve on those statewide advisory boards that address issues of concern pertinent to the substance abusing population. This involvement enables the agency to maintain current information on the various aspects of substance abuse treatment and prevention and facilitate appropriate referrals to various programs throughout the state.

ATTACHMENT F – CONTINUED

Agency will continue ongoing communications with other agencies and organizations in an effort to build appropriate and additional linkages.

In addition, the agency must assure that services are available to families whose income does not exceed the 2010 Maximum Income for eligibility for Temporary Assistance for Needy Families funds based on 250% of The Federal Poverty Level (Attachments D and E).

**STATE OF NEW JERSEY
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
NEW JERSEY DEPARTMENT OF HUMAN SERVICES'
DIVISION OF FAMILY DEVELOPMENT
NEW JERSEY DEPARTMENT OF CHILDREN AND FAMILIES'
DIVISION OF YOUTH AND FAMILY SERVICES**

PREAMBLE, This Business Associate Agreement (BAA) covering Business Associate activities as those terms are defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1301 *et seq.* (“HIPAA”), and the regulations promulgated there under by the U.S. Department of Health and Human Services, 45 CFR §160-164 (the “HIPAA Regulations”) is made effective July 1, 2010 by and between the New Jersey Department of Human Services’ Division of Family Development, the covered entity-state agency (“DFD” or “Covered Entity”), and the New Jersey Department of Children and Families’ Division of Youth and Family Services (“DYFS” or “ Business Associate”), (collectively referred to as the “Parties”).

WHEREAS, The Covered Entity, pursuant to is constituted as an instrumentality of the State exercising public and essential governmental functions; and

WHEREAS, In accordance with the laws of the State of New Jersey, the Business Associate provides the Child Protective Substance Abuse Initiative (CPSAI) (more fully described in the SFY2011 Memorandum of Understanding between the Parties for Temporary Assistance for Needy Families (TANF) Eligible Recipients in the Child Protective Substance Abuse Initiative (CPSAI), a copy of which is attached hereto) for the Covered Entity and its components; and

WHEREAS, Some of the information disclosed by the Covered Entity to the Business Associate may constitute Protected Health Information (PHI); and

WHEREAS, The relationship between Covered Entity and Business Associate is such that the Business Associate is or may be a “business associate” within the meaning of HIPAA Privacy Rule; and

WHEREAS, The Covered Entity and Business Associate must protect the privacy and provide for the security of PHI disclosed to Business Associate in compliance with HIPAA, the HIPAA Regulations, and other applicable laws; and

WHEREAS, The purpose of this BAA is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including but not limited to those contained in Title 45, §164.504(e) of the Code of Federal Regulations (“CFR”), as the same may be amended from time to time.

ATTACHMENT H – CONTINUED

NOW, THEREFORE, the Parties enter into this BAA with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

Article I - Definitions

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Regulations.

“Individual” shall have the meaning given to such term in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g)

“Privacy Rule” shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and part 164, sub parts A and E.

“Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

“Secretary” shall mean the Secretary of the Federal Department of Health and Human Services or the Secretary's designee.

Article II - Obligations of Business Associate

A. *Permitted Uses and Disclosures.* Except as otherwise limited in this BAA or by applicable law, Business Associate may use or disclose PHI received by Business Associate pursuant to this BAA, provided that such use or disclosure would not violate the Privacy Rule if caused by the Covered Entity; and is limited to the minimum necessary to accomplish the intended purpose of the use or disclosure.

B. *Nondisclosure.* Business Associate shall not use or further disclose the Covered Entity's PHI except as permitted or required by this BAA or as Required by Law.

C. *Safeguards.* Business Associate shall implement the appropriate safeguards necessary to prevent the use or disclosure of Protected Health Information, except as permitted by this BAA. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

ATTACHMENT H – CONTINUED

D. *Duty to Mitigate.* Business Associate shall mitigate, to the extent practicable, any harmful effect known to Business Associate that results from a use or disclosure of PHI by Business Associate in violation of this BAA.

E. *Reporting of Improper Use or Disclosure.* Business Associate shall report to the Covered Entity any use or disclosure of the Covered Entity's PHI, except as permitted by this BAA, of which Business Associate becomes aware.

F. *Business Associate's Agents.* Business Associate shall ensure that all agents and subcontractors to whom it provides PHI agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

G. *Availability of Information to Covered Entity.* Upon the request of an Individual, or as directed by the Covered Entity, Business Associate shall provide access to PHI to an Individual in a manner consistent with 45 CFR §164.524, unless a denial pursuant to 45 CFR §164.524(a)(2) or (a)(3) has been issued..

H. *Amendment of PHI.* Upon the request of an Individual, or the Covered Entity, Business Associate shall make amendments to PHI in a Designated Record Set, in a manner consistent with 45 CFR §164.526, unless a denial pursuant to 45 CFR §164.526(2) has been issued.

I. *Internal Practices.* Business Associate shall make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, created or received by the Business Associate on behalf of the Covered Entity available to the Secretary for purposes of determining the Business Associate's compliance with the Privacy Rule.

J. *Minimum Necessary.* Business Associate and its agents and subcontractors shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

K. *Notification of Breach.* Business Associate shall notify the Covered Entity of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI in violation of any applicable federal or state law or regulation. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal or state law and regulation.

L. *Audits, Inspection and Enforcement.* Upon notice of a material breach of any of the terms of this BAA, the Covered Entity, or its authorized agents or contractors, has the right, upon reasonable notice to the Business Associate, to inspect the facilities, systems, books and records of the Business Associate. Business Associate shall promptly remedy any breach of any term of this BAA. The fact that the Covered Entity or its designee, inspects, or fails to inspect, or has the right to inspect the Business

Associate's facilities, systems and procedures does not relieve the Business Associate of its responsibility to comply with this BAA, nor does the Covered Entity's (i) failure to d

ATTACHMENT H – CONTINUED

detect or (ii) detection, but failure to notify the Business Associate or require the Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this BAA.

M. *Use for Management and Administration.* Business Associate may use PHI received by the Business Associate in its capacity as a Business Associate of the Covered Entity for the proper management and administration of the Business Associate, if such disclosure is necessary (i) for the proper management and administration of the Business Associate, or (ii) to carry out the legal responsibilities of the Business Associate.

N. *Disclosure for Management and Administration.* Business Associate may disclose PHI received by the Business Associate in its capacity as a Business Associate of the Covered Entity for the proper management and administration of the Business Associate if (i) the disclosure is required or permitted by law or (ii) Business Associate (a) obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

O. *Data Aggregation Services.* Business Associate may perform data aggregation services if requested by the Covered Entity. For purposes of this Section "Data Aggregation" means, with respect to the Covered Entity's PHI, the combining of such PHI by Business Associate with PHI received by it in its capacity as a business associate of another Covered Entity in order to permit data analyses that relate to the health care operations of the respective Covered Entities.

Article III- Obligations of Covered Entity

A. *Safeguards.* The Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to the Business Associate, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Business Associate.

B. *Limitations in Privacy Notice.* The Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practices in accordance with 45 CFR §164.520(2)(i), to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

C. *Revocation of Permissions.* The Covered Entity shall notify the Business Associate of any change in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect Business Associate's use or disclosure of PHI.

D. *Request for Restrictions.* Covered Entity shall notify Business Associate of any restriction onto the use or disclosure of PHI that the Covered Entity has agreed to, in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Article IV - No Third Party Beneficiaries

Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

Article V - Interpretation

This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy Rule and applicable state law.

The Parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule.

The Parties agree that a reference in this BAA to a section in the HIPAA Regulations means the section in effect or as amended.

Article VI - Notices

Whenever, under the terms of this BAA, written notice is required to be given, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give written notice of a change to the other party. All notices and submissions, except as otherwise expressly provided herein, shall be sent by certified or registered mail, return receipt requested. Said notice may be delivered by overnight delivery. Notices required under Article III may be sent by regular mail.

As to Division of Family Development:

Annette Riordan
6 Quakerbridge Plaza
Transitional Services County Operations
PO Box 716
Trenton, NJ 08625-0716
Attn.: **Annette Riordan**

As to Division of Youth and Family Services:

Tyrone Richardson
50 East State Street
P.O. Box 717
Trenton, New Jersey 08625-0717
Attn.: **Tyrone Richardson**

Article VII - Term

A. *Term.* This BAA shall be effective as of the date of the last signature and shall remain in effect until (a) terminated upon thirty-days written notice by a party; or (b) superseded.

ATTACHMENT H – CONTINUED

B. *Effect of Termination.* Upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.

(i) In the event that Business Associate determines that return or destruction is not feasible, Business Associate shall provide the Covered Entity with notification of the conditions that make return or destruction infeasible. Business Associate shall continue to extend the protections of this MOU, which protections shall survive termination of the MOU, to such PHI and limit further use and disclosure of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

(ii) If Business Associate elects to destroy the PHI, the Business Associate shall certify in writing to the Covered Entity that such PHI has been destroyed.

Article VIII - Signatures

The Parties each understand and agree to the terms of this BAA

The New Jersey Department of Human Services'
Division of Family Development

Signature: _____
Jeanette Page-Hawkins, Director
Division of Family Development

Date: _____

The New Jersey Department of Children and Families'
Division of Youth and Family Services

Signature: _____
Christine Mozes, Director
Division of Youth and Family Services

Date: _____