

Memorandum of Understanding
Between the State of
Hawaii Department of Health
Alcohol and Drug Abuse Division
Hawaii Access to Recovery Project
and

Name of Organization

Address

Phone

The State of Hawaii Department of Health, Alcohol and Drug Abuse Division (“ADAD”) and Name of Organization (“Entity Name”) enter into a Memorandum of Understanding (“MOU”) executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. PURPOSE

This MOU is entered into by ADAD and Entity in order that, under a grant from the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment (“SAMHSA/CSAT”), the ADAD may provide increased substance abuse treatment and recovery services to certain committed individuals who are being or who are engaged with Entity, are working toward recovery from substance abuse, and who are in need of the services provided by the Access to Recovery (“ATR”) Project (“ATR Ohana”). The parties agree to the division of responsibilities as outlined in Sections IV, V, VI, and VII.

II. AUTHORITY

The ADAD enters into this MOU as the Single State Authority for the 2010 ATR Grant, as defined by Notice of Award Number TI-10-008.

III. TERM OF MOU

This MOU shall become effective September 30, 2010 and shall remain in effect through September 29, 2014.

This MOU may be terminated immediately upon mutual agreement or by either party with thirty (30) calendar days written notice.

IV. RESPONSIBILITIES OF THE ADAD

The ADAD shall have the following responsibilities:

- A. The ADAD shall provide substance abuse treatment and recovery support services (“services”) to the following target populations:
1. Substance abusing populations age twelve (12) and older;
 2. Methamphetamine consuming individuals;
 3. Deployed Veterans, Military, National Guard, Reserves, and their families;
 4. Populations infected with, or at risk for, human immunodeficiency virus (“HIV”) and acquired immune deficiency syndrome (“AIDS”) at risk populations;
 5. Clients of Drug Court;
 6. Women who are pregnant or who have dependent children; and
 7. Individuals re-entering the community from correctional facilities.
- B. The service shall be paid for through ATR Ohana vouchers provided by the ADAD to services providers.
- C. The services available through the ATR Ohana vouchers may include, but are not limited to the following:
1. Transportation,
 2. Addiction education,
 3. Recovery Check-ups,
 4. Housing assistance,
 5. Individual and group based mentoring services,
 6. Education and training services,
 7. Faith-based and/or cultural-based support,
 8. Substance-use disorder screening,
 9. Care coordination,
 10. Clinical assessment,
 11. Recovery support services assessment,
 12. Dental services,
 13. Sober support activities.
- D. The ADAD shall promote that all ATR Ohana service providers provide culturally sensitive services to the greatest extent appropriate.
- E. The ADAD shall be responsible for training **Entity** liaison staff in the policies and procedures of the ATR Ohana program with special emphasis on each of the following:
1. Client eligibility,
 2. Client choice,
 3. Referral procedure,
 4. Intake procedure,
 5. Outcome measures,

6. Non-supplantation policy, and
 7. Voucher management system (“VMS”) operation for electronic referral to ATR Ohana assessors, as appropriate.
- F. The ADAD shall be responsible for providing any report or information required by SAMHSA/CSAT concerning the ATR Ohana program provided however that **Entity** shall provide the ADAD with the reports and information required under the terms of this MOU.

V. RESPONSIBILITIES OF **ENTITY**

Entity shall have the following referral practices and policies:

A. Scope of Work:

1. **Entity** shall refer potential clients to the ATR Ohana program as a part of its screening procedure insofar as those seeking recovery are screened as appropriate for referral and may be in need of services provided by the ATR Ohana program.
2. ATR Ohana vouchers shall be provided for eligible individuals who will reside in Hawaii in the areas of ATR Ohana Project implementation.
3. **Entity** anticipates identifying individuals from the program who are in need of substance abuse treatment and recovery support services and refer those individuals to the ATR Ohana program.
4. Referred individuals shall meet all of the following qualifications:
 - a) The individual shall reside in Hawaii;
 - b) The individual shall have a history of substance abuse within the most recent past two (2) years;
 - c) The individual shall have voluntarily expressed a willingness to participate in the ATR Ohana program; and
 - d) The individual shall select an assessor from among those available on the island in which the individual resides or will reside during their recovery.
5. **Entity** shall establish protocols that provide the ATR Ohana assessor the ability to conduct the ATR intake interview while the individual is engaged in services provided by **Entity** or prior to the individual’s release from **Entity**.
6. During a period of transition preceding an individual’s release from **Entity** services, **Entity** shall refer to the ATR Ohana program individuals who meet the above requirements and who have contact with **Entity**.

In addition, **Entity** may refer to the ATR Ohana program other individuals with limited or intermittent contact to **Entity** who are in need of services provided by ATR

Ohana if the individual otherwise meets the referral requirements contained in this MOU.

7. **Entity** shall provide all referred individuals with a list of approved assessors for the ATR Ohana program on the island where the individual will reside during recovery and shall allow the individual to select an assessor from that list.
8. **Entity** shall assure that no one influences the individual's selections of an assessor from an assessor list.
9. **Entity** agrees to provide the ATR Ohana assessor selected by an individual with access to the individual or facilitate contact with the individual prior to the individual's release from **Entity's** program or during the period that the individual is at **Entity's** location.

B. Administrative and Funding Terms, Requirements and Limitations

1. **Entity** acknowledges and agrees that no funds will be paid to **Entity** by ADAD for the purpose of making referrals to ATR Ohana.
2. Each quarter, **Entity** shall provide the ADAD with the following:
 - a) Primary **Entity** liaison to ATR Ohana Project,
 - b) Liaison contact information.
3. **Entity** shall provide quarterly reports of the following to the ADAD, if available, such as:
 - a) A comparison of the recidivism rate or other rates of use of system resources by individuals referred to ATR Ohana with the recidivism rate or other rates of use of system resources by a matched sample of individuals not referred to the program, and
 - b) The associated savings to the jurisdiction of Hawaii.

VI. MUTUAL RESPONSIBILITIES

Each party shall cooperate with the other party and meet with the other party as necessary to further the objectives of this MOU.

Each party agrees to meet regularly and to provide any information or documentation necessary to fulfill the responsibilities of the ADAD or **Entity** under this MOU.

VII. SECURITY AND PRIVACY OF HEALTH INFORMATION

A. Through this MOU the parties wish to acknowledge their mutual obligations arising under laws and regulations of the following:

1. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Privacy Regulations effective April 14, 2003, and Security Regulations effective on April 20, 2005; and

2. Confidentiality of Alcohol and Drug Abuse Patient Records (“CADAPR”), 45 Code of Federal Regulations (“CFR”), Part 164, and 42 CFR, Part 2.

The ADAD agrees to comply with all requirements of HIPAA and CADAPR in all activities related to the MOU, to maintain compliance throughout the life of the MOU, to operate any systems used to fulfill the requirements of this MOU in full compliance with HIPAA and CADAPR and to take no action which adversely affects **Entity** compliance with either Federal statute.

- B. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the ADAD assures that it will appropriately safeguard Protected Health Information (“PHI”), as defined by the regulations, which is made available to or obtained by the ADAD in the course of its work under the MOU. For the purposes of this MOU the term PHI shall include the protections under 45 CFR, Part 164 and 42 CFR, Part 2. The ADAD agrees to comply with all applicable requirements of law relating to PHI with respect to any task or other activity it performs under this MOU, including the following:

1. Implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that the ADAD receives, maintains, or transmits on behalf of **Entity**;
2. Not using or further disclosing PHI other than as permitted or required by this MOU or by applicable law;
3. Using appropriate safeguards to prevent use or disclosure of PHI other than as provided by this MOU or by applicable law;
4. Mitigating, to the extent practicable, any harmful effect that is known to the ADAD;
5. Ensuring that any sub-contractors or agents to whom the ADAD provides PHI received from **Entity** agree to the same restrictions, conditions, and obligations applicable to such party regarding PHI and agrees to implement reasonable and appropriate safeguards to protect PHI;
6. Making available the information required to provide an accounting of disclosures pursuant to applicable law; and
7. At the termination of the MOU the protections in this MOU shall continue to be extended to any PHI maintained by the ADAD for as long as it is maintained.

The parties agree that all terms in this section of the MOU not otherwise defined shall be defined by reference to the same terms in the HIPAA in its implementing regulations.

VIII. MODIFICATION

This MOU may be modified at any time by a written modification mutually agreed upon

by both agencies.

IX. EFFECTIVE DATE

This MOU of understanding is effective on the date that both signatories have executed this document.

The parties, having read and understood the terms of this MOU do, by their respective signatures below, hereby agree to the terms and conditions thereof.

X. NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership representative by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this MOU other than that which appears upon the face of the MOU.

XI. SIGNATURES

ADAD and **Entity** have, through dually authorized representatives entered into this MOU. The parties having read and understand the foregoing terms of the MOU do by their respective signatures dated below hereby agree to the terms thereof.

Entity Name

Chief Executive Officer (“C.E.O.”)

Date: _____

Alcohol and Drug Abuse Division

Division Chief

Date: _____