



ALCOHOL, DRUG & MENTAL HEALTH SERVICES

MANUEL J. JIMENEZ JR., MA, MFT, DIRECTOR

# Notice of Technical Assistance for Implementation of Youth Treatment Guidelines

September  
2015

Behavioral Health Care Services  
2000 Embarcadero Cove, Suite 400  
Oakland, Ca 94606  
510-567-8100

## **PURPOSE**

The purpose of this initiative is to ensure and promote high quality youth treatment services for uncertified SUD programs serving youth in Alameda County. Alameda County BHCS would like to partner with your program to ensure that youth treatment services performed at uncertified sites in Alameda County adheres to Federal and State regulations, including the State of California's Youth Treatment Guidelines. The Youth Treatment Guidelines incorporate research on best practices in the field of youth treatment and aim to foster treatment that is safe, appropriate for youth, and cost effective. These guidelines are also intended to serve as a benchmark for youth SUD programs, and should be incorporated into written protocols for all youth SUD treatment services.

## **STANDARDS OF CARE AND REGULATIONS**

The adoption and integration of Youth Treatment Guidelines into BHCS Substance Use Disorder (SUD) system of care became a requirement for all providers of county youth SUD services starting in FY 14-15. All SUD providers and professionals must also comply with 42 Code of Federal Regulations Part 2 (42 C.F.R, Part 2), and Health Insurance Portability and Accountability Act (HIPAA). Furthermore, the provider does not discriminate in employment practice or provision of services on the basis of race, national origin, ethnic group identification, religion, age, sex sexual orientation, color, or disability pursuant to the Title VI, Civil Rights Act of 1964 (42 W.S.C Chapter 21), The American with Disabilities Act of 1990 (42 U.S. C. § 11135, and the Rehabilitation Act of 1973 (29 U.S.C. § 794), and Civil Code § 1798.17 and the Privacy Act of 1974, 5 U.S.C. 552a, Provides protection to individual by ensuring that personal information collected is limited to that which is legally authorized and necessary and is maintained in a manner which precludes unwarranted intrusion upon individual privacy.

## **TECHNICAL ASSISTANCE & MONITORING IMPLEMENTATION PROCESS**

BHCS (representatives from Quality Assurance and Operations) will conduct site visits at each uncertified site every three years (or more as needed) where youth treatment services are performed. As part of the site visit, client charts may be reviewed and programs will be asked to furnish policies and procedures and/or descriptions on the following topics:

1. Program Mission and Philosophy Statement
2. Screening Form and written protocol for Screening
3. Intake / Assessment
  - a. Consent to Services and/or Admission Agreement
  - b. Statement of Client Rights
  - c. Statement of Non-discrimination
  - d. Description of Grievance / Complaint Process
  - e. Program Rules
  - f. Statement on Client Access to Files
  - g. Privacy, Confidentiality, 42 CFR, Part 2
  - h. Release of Information
  - i. Notice of Parent or Guardian Involvement
4. Health Questionnaire
  - a. Medical Referral(s) when Applicable
  - b. List of Medications and Purpose of Prescription
5. Comprehensive SUD Assessment including Diagnosis, History of Tx (Medical/Mental Health), Family, School, Peers, Developmental, Cognitive & Emotional Evaluation and *Child Adolescent Needs & Strengths – (to be added in 2016)*

6. Placement Decisions
7. Individualized Recovery Treatment Plan – Include Stage of Change for Each Measurable Goal and Identify the Primary Counselor
8. Schedule of Services-Groups, Case Management and Individual Sessions
9. Description of Evidence Based Practices and Curriculum
10. Written protocol for Alcohol and Drug Testing, include Progress Report Format if applicable
11. Documentation of Clinical Supervision and/or Case Management
12. Discharge Planning / Aftercare Follow-up
13. Progress Notes: All Progress Notes must be signed within 7 days of Services. Counselor or Therapist must legibly print, sign and date each progress note and recovery treatment plan.
14. Job Descriptions and Credential Requirements for Counselor/Therapist
15. MOUs for each school site (see attached sample)
  - a. Implementation of Coordination of Services Team (COST) Toolkit or other approved case management practice for Care Coordination;
  - b. A confidential space to conduct group and individual counselling sessions;
  - c. A secure area for record storage with the ability to double lock confidential records; and
  - d. A space that meets fire and safety regulations and standards.
16. Current List of Adolescent Health Provider Referrals (inclusive of all sites)
17. Community Resources (inclusive of all sites)

## **TECHNICAL ASSISTANCE**

For technical assistance contact:

Nathan Hobbs, LCSW; Children's System of Care

[nhobbs@acbhcs.org](mailto:nhobbs@acbhcs.org)

510-567-8127

Sharon Loveseth, LAADC; Drug MediCal Program Specialist-QA [sloveseth@acbhcs.org](mailto:sloveseth@acbhcs.org)

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### **PROGRAM ELEMENTS TARGETED FOR TECHNICAL ASSISTANCE:**

#### **1. Program Mission and Philosophy Statement**

A written statement describing program's mission and/or philosophy.

#### **2. Program Description**

A written document that describes program's substance use disorder services and settings that are offered according to the severity of alcohol and/or other drug involvement and the program's approach to recovery or treatment which shall include but not be limited to an alcohol and drug free environment. **Please refer to Youth Treatment Guidelines Section V. Service Components, Part H. "Youth Development Approaches to Treatment"**.

#### **3. Program Objectives**

Written, time-limited and measurable process and outcome objectives that can be verified in terms of time and results and that serve as indicators of program effectiveness. These objectives shall be reflective of the program's mission and philosophy.

#### **4. Program Evaluation**

Written, time-limited and measurable process and outcome objectives that can be verified in terms of time and results and that serve as indicators of program effectiveness. These objectives shall be reflective of the program's mission and philosophy.

#### **5. Job Descriptions**

A narrative description of staff needs (i.e. briefly describe staff composition) for each position in the program (both paid and volunteer), including minimum staff qualifications and lines of supervision for each position.

Each youth treatment program should have at least the following core staff:

- I. A program or clinical supervisor, who should have management experience (i.e., staff supervision, fiscal operations, or business administration), and education and experience in SUD addiction counseling;
- II. An SUD counselor, who must be certified or registered by a DHCS approved SUD addiction counselor credentialing organization or registered with the B.B.S. (ASW, LCSW, MFT, MFTi, LPHN); and,
- III. It is recommended that the program employ or contract with a family therapist, licensed as either a marriage and family therapist, clinical social worker, psychologist, or a registered intern under the supervision of a licensed therapist. As an alternative the program may choose to refer to a qualified provider for this service.

#### **6. MOUs for each school site or other certified location**

- a. This agreement must meet standards established in the sample agreement form included with this application and instructions. (See sample MOU attachment)

#### **7. Statement of Admission, Readmission, and Intake Criteria**

A written statement of admission, readmission, and intake policies, procedures and criteria for determining participant's eligibility and suitability for services.

- a. For each individual participant, including family members or significant others, involvement with alcohol and/or other drugs, or alcohol and/or other drug-related problems, shall be the primary criterion for participation.
- b. The program shall have written admission and readmission criteria for determining the participant's eligibility and suitability for services and procedures, which shall be available to applicant and the general public. An initial interview shall determine whether or not a participant meets the admission criteria. All participants admitted shall meet the admission criteria and this shall be documented in the participant's file. The admission criteria shall include:
  - i. Identification of alcohol and illicit drugs used;
  - ii. Documentation of social, psychological, physical and/or behavioral problems related to alcohol and/or other drugs; and
  - iii. A statement of nondiscrimination requiring that admission shall not be denied on the basis of ethnic group identification, religion, age, sex, color, or disability. The above shall not preclude alcohol and/or other drug programs from emphasizing services for specific populations.
- c. Program shall address the needs of special populations, taking into consideration, when the need arises, the disabilities, the cultural, racial, linguistic and sexual differences among such populations. Program shall ensure that its policies, procedures, practices and rules and regulations do not discriminate based on disability. Whenever the non-disability related needs of any applicant cannot be reasonably accommodated, efforts shall be made to make referral to appropriate programs. All participants shall be physically and mentally able to comply with the program rules and regulations.
- d. No individual shall be admitted who, on the basis of staff judgement:
  - i. Exhibits behavior dangerous to staff, self, or others; or
  - ii. Requires an immediate medical evaluation, or medical or nursing care.

### **8. Admission Agreement & Consent to Services Form**

Client admission agreement and consent to services form that is used by the program. Minimum requirements for admission agreement includes:

- i. Fees assessed for services provided
- ii. Activities expected of participant
- iii. Program Rules and Regulations;
- iv. Participant's statutory rights to confidentiality;
- v. Participant's grievance procedure; and
- vi. Reason for termination.

### **9. Client Release of Information Form (42 CFR Part 2 and HIPAA compliant)**

**10. Child Adolescent Needs & Strengths – to be added in 2016. See section XII for more information.**

### **11. Screening Form and written protocol for screening (refer to Youth Treatment Guidelines Section V. Service Components, Part B. "Screening")**

- a. Youth who have been identified to be at risk for SUD problems will be screened, using a tool designed for adolescents, to uncover indicators of SUD and related problems. Youth with possible SUD problems as identified through the screening should be referred for a more comprehensive assessment for substance related disorders.
- b. The screening tool will be brief and simple and should be easily administered with minimal training.
- c. The screening tool must have applicability across diverse populations and be developmentally appropriate.

### **12. Client Assessment Form (refer to Youth Treatment Guidelines Section V. Service Components, Part C. "Initial and Continuing Assessment" for required elements of assessment)**

### **13. Health Questionnaire**

Health questionnaire. The health questionnaire shall be completed for all participants admitted for treatment services. Program may use ADP 10100-A-E for the health questionnaire or may develop their own health questionnaire provided it contains, ta a minimum, the information requested in ADP 101000-A-E. The health questionnaire is a participant's self-assessment of his/her current health status. The health questionnaire needs to be completed and signed prior to the participant's admission to the program and filed in the participant's file.

The assessment must include a health screening (including a medical health history, disease screening, dental, and mental health). (Programs assessing a youth should seek advice from public health professionals whenever appropriate.) If the health screening identifies an issue that warrants further evaluation, the program should provide or arrange for a physical examination and/or referral to the public health department or other appropriate care site, and take reasonable steps to assist the minor in accessing and receiving necessary care.

Program staff shall review each completed health questionnaire. When appropriate, the participant shall be referred to licensed medical professionals for physical and laboratory exams. A medical clearance or release

shall be obtained prior to admission whenever a participant is referred to licensed medical professionals for physical and lab exams.

The referral and clearance shall be documented in the participant's file.

#### **14. Current List of Adolescent Health & Behavioral Health Provider Referrals**

Current list of adolescent health provider and behavioral health care provider referrals. Program must develop and keep current lists of adolescent health and behavioral health provider referrals and provide appropriate assistance in accessing necessary health care and mental health services based on assessment findings. If the program does not employ or contract with a family therapist, include the community licensed family therapists to whom the program refers.

#### **15. Community Resources**

Please provide a list of the community resources to be utilized by the facility as part of its program. Provide a copy of this inventory to be used as a resource for assisting program participants in securing additional services to meet and maintain their personal well-being while continuing to enhance personal development.

As appropriate, youth treatment programs should provide or arrange for academic and work-readiness skills, career planning, and job training for youth. The program should also develop and maintain collaborations with local vocational programs and the workforce investment board and its youth council.

#### **16. Placement Decisions**

Please describe the protocol used for making SUD level of care placement decisions. Program must make every effort to keep the youth in the least restrictive environment, unless moving them into a more restrictive program is the only way to protect themselves or others from harm, or if all potential less restrictive environments have proven ineffective. Program can use ASAM's Patient Placement Criteria as a guideline for determining treatment setting and service matching.

In addition, program must take into consideration the age, developmental stage, gender, culture, and behavioral, emotional, sexual or criminal problems of the youth and existing clientele, to ensure that the youth and other clients would not be adversely impacted by their interaction.

A youth treatment program may serve male youth only, or female youth only, unless:

- i. The program addressed gender-specific issues in determining individual treatment needs and therapeutic approaches; and
- ii. The program provides regular opportunities for separate gender group activities and counseling sessions.

#### **17. Treatment Plan** (refer to **Youth Treatment Guidelines, Section V. Service Components, Part F. "Treatment Planning"** for required elements of treatment plan) Please note that all treatment plans must have space to identify the primary counselor.

#### **18. Treatment Activities/Services & Weekly Schedule**

A written statement listing the evidence-based practices and services provided by the program. This statement should include an outline for specific activities and services such as detoxification (if applicable),

group and individual sessions, recovery or treatment planning, continuing recovery treatment or treatment planning recreation, self-help activities, and other activities/services provided by the program. In addition, please also submit a weekly schedule for these activities and services.

### **19. Alcohol and Drug Testing**

If applicable submit a written protocol for alcohol and drug testing that includes frequency and means of administration. Youth Treatment programs may provide or arrange for alcohol and drug testing for youth. The frequency of alcohol and drug testing should be determined individually for each youth based on clinical appropriateness, and should allow for rapid response to the possibility of relapse. Alcohol and drug test results are meant to assist in diagnosis, confirm clinical impressions, help modify the youth's treatment plan, and determine the extent of the youth's reduction in SUD use. Clinical decisions should not be based solely on these results.

### **20. Discharge Planning/Aftercare Template**

A Discharge Planning/Aftercare template. Youth treatment programs must, in cooperation with youth, develop a written discharge and/or aftercare plan that contains elements to sustain gains made in treatment.

Program must complete a written summary for each youth discharged from treatment that contains client profile information consistent with standard data sets. The summary should document progress towards goals and measurable outcomes during treatment, and characterize the youth's long-term success or need for further assessment and/or referral.

### **Attachments**

1. Sample MOU with School District
2. DHCS Youth Treatment Guidelines (2002)



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2000 Embarcadero Cove, Suite 400  
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**BHCS Youth Treatment  
ADOLESCENT SUBSTANCE USE DISORDER COUNSELING SERVICES  
by Non-DHCS Certified Organization and Location**

**SUMMARY INFORMATION**

Name of Organization: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Website: \_\_\_\_\_  
Program Director: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

**LOCATIONS:**

**Location #1:**

MOU / Agreement is attached.

School Site

Other Site: \_\_\_\_\_

Name of Site: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Hours of Operation: From \_\_\_\_\_ To \_\_\_\_\_ Days of Week: \_\_\_\_\_  
Hour Per Week:  More than 20 hours per week  Less than 20 hours per week  
Facility Staff Contact & Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

**Location #2:**

MOU / Agreement is attached.

School Site

Other Site: \_\_\_\_\_

Name of Site: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Hours of Operation: From \_\_\_\_\_ To \_\_\_\_\_ Days of Week: \_\_\_\_\_  
Hour Per Week:  More than 20 hours per week  Less than 20 hours per week  
Facility Staff Contact & Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

**Location #3:**

MOU / Agreement is attached

School Site

Other Site: \_\_\_\_\_

MOU/Agreement is attached.

Name of Site: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Hours of Operation: From \_\_\_\_\_ To \_\_\_\_\_ Days of Week: \_\_\_\_\_  
Hour Per Week:  More than 20 hours per week  Less than 20 hours per week  
Facility Staff Contact & Title: \_\_\_\_\_



Number of full time employees (FTE) \_\_\_\_\_ Number of part-time employees (PTE) \_\_\_\_\_

Job Titles:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

I, the undersigned, understand that providers of youth SUD treatment services in Alameda County are required to follow Youth Treatment Guidelines adopted from DHCS (2002). And furthermore, the Youth Treatment Guidelines must be implemented in the provision of SUD treatment services for youth at all sites. In addition, I understand BHCS will conduct site visits to review and confirm that our organization and/or program follows Youth Treatment Guidelines no less than every three years to provide technical assistance, quality review activities, and monitoring.

AUTHORIZED SIGNATURE IS REQUIRED.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Provider Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Organization/Provider Name: \_\_\_\_\_

Please return this information to:

**Alameda County Department of Behavioral Health Care**  
Attention: Adolescent SUD Operational Lead  
**2000 Embarcadero Cove, Suite 400**  
**Oakland, CA 94606**

MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
YOUTH SUBSTANCE USE DISORDER (SUD)  
SCHOOL SITE SERVICES  
ALAMEDA COUNTY

The School, \_\_\_\_\_, located at \_\_\_\_\_ and \_\_\_\_\_  
the SUD Treatment Program, \_\_\_\_\_  
HEREBY, enter into an agreement whereby the School agrees to provide the SUD Treatment Program with the following:

- Care Coordination based on the Coordination of Services Team (COST) Toolkit or other approved case management practice;
- A confidential space to conduct group and individual counseling sessions;
- A secure area for record with the ability to double lock confidential records; and
- A space that meets fire and safety regulations and standards.

The SUD Treatment Program agrees to provide School Site Services with the following:

- SUD Treatment Services in compliance with the Youth Treatment Guidelines as mandated by the Department of Health Care Services (DHCS);
- Maintain client records and information at a secured locations; and
- Require SUD Counseling Staff to meet DHCS SUD counselor certification requirements.

Furthermore, the School:

1. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the SUD Program identifying or otherwise relating to the patients in the SUD Program (“protected information”), it is fully bound by the provision for the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164;
2. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
3. Agrees that it will not use or disclose protected health information except as permitted or required by this Agreement or by law;
4. Recognizes the need for case management activities focused on individual student needs. The Coordination of Services Team (COST) conducts regularly scheduled meetings that include the exchange of protected health information as described in this Agreement. Together, The COST Toolkit and Youth Treatment Guidelines provide the bases for collaborative efforts focused on student interventions, and treatment for Substance Use Disorders (SUD).
5. Agrees that, when the School uses, discloses, or requests protected health information, it will limit the use, disclosure, or request to the minimum necessary;
6. Agrees that is the School enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA and, if the School learns of a pattern or practice by the agent that is a material breach of the contract with the School, to take reasonable steps to secure the breach or terminate the contract, if feasible;
7. Agrees to comply with HIPAA’s security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
8. Agrees to report breaches of protected information to the SUD Program;

9. Agrees to report to the SUD Program any use or disclosure of the protected information not provided for in the Agreement of which it becomes aware;
10. Agrees to ensure that any agent, including a subcontractor to whom the School provides the protected information received from the SUD Program, or created or received on behalf of the SUD Program, agrees to the same restrictions and conditions that apply to through this Agreement to the School with respect to such information;
11. Agrees to provide access to the protected information at the request of the SUD program, or to an individual as directed by the SUD Program, in order to meet the requirements of 45 C.F.F. § 164.524 which provides patients with the right to access and copy their own protected information;
12. Agrees to make any amendments to the protected information as directed or agreed to by the SUD Program pursuant to 45 C.F.R. § 164.526;
13. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the SUD Program, or created or received by the School on behalf of the SUD Program, to the SUD Program or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the SUD Program’s compliance with HIPAA;
14. Agrees to document disclosures of protected information, and information related to such disclosures, as would be required for the SUD Program to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;
15. Agrees to provide the SUD Program or an individual information in accordance with paragraph (9) of this agreement to permit the SUD Program to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.

Termination

1. The SUD Program may terminate this Agreement if it determines that the School has violated any material terms;
2. Upon termination of this Agreement for any reason, the School shall return or destroy all protected information received from the SUD Program, or created or received by the School on behalf of the SUD Program. This provision shall apply to protected information that is in the possession of the subcontractors or agents of the School. The School shall retain no copies of the protected health information.
3. In the event that the School determines that the returning, or destroying the protected information is infeasible, the School shall notify the SUD Program of the conditions that make return or destruction infeasible.
4. Upon notification he the return or destruction of the protected information is infeasible, the School shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the School maintains the information.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

School Name

Address

City, State zip

\_\_\_\_\_  
(Print Name and Title)

SUD Provider Name

Address

City, State zip