



Ohio Attorney General's

Ohio START Interim Report



May 2018



MIKE DEWINE
OHIO ATTORNEY GENERAL

Ohio is in the midst of a child-welfare crisis fueled by the opioid epidemic. The number of children placed in out-of-home care has increased by nearly 25 percent since 2013. Of those children, at least half are in such care because of parental drug addiction. In many cases, the children have experienced severe trauma from witnessing drug use, overdose, and, in some cases, death. Often times, their suffering goes unseen and unheard, making these children the silent victims of the opioid epidemic.

In 1998, physicians from Kaiser Permanente and the U.S. Centers for Disease Control published the groundbreaking Adverse Childhood Experiences (ACE) Study. The ACE study tied ten traumatic childhood experiences – including abuse, neglect, and household dysfunction – to poor life outcomes. The opioid epidemic exposes children to numerous ACEs, each of which accelerates the risk of negative outcomes. Children who grow up in homes with opioid addicted parents are frequently subjected to emotional and physical neglect, as well as household dysfunction like parental incarceration, family mental illness, and family substance abuse. These children may also witness the violent treatment of their mother or another family member. If a child living in the orbit of an opioid-addicted parent experienced all six of those ACEs, his or her likelihood of suffering from depression, drug abuse, and lung disease as an adult increases by at least 300 percent. Children who experience six or more ACEs also have a reduced life expectancy of 20 years.

To help children and families victimized by the opioid epidemic, Ohio Attorney General Mike DeWine announced the Ohio START (Sobriety, Treatment, and Reducing Trauma) Pilot Program on March 22, 2017. Ohio START brings together children’s services, juvenile courts, and behavioral health treatment providers to support families struggling with co-occurring child maltreatment and substance abuse.

Attorney General DeWine allocated \$3.4 million from his office’s Victims of Crime Act fund to pay for the pilot, which is currently serving 17 hard-hit, southern Ohio counties:

- Athens
- Brown
- Clinton
- Fairfield
- Fayette
- Franklin
- Gallia
- Hamilton
- Highland
- Hocking
- Jackson
- Lawrence
- Meigs
- Pickaway
- Ross
- Vinton
- Warren



After the pilot was announced, the Ohio Attorney General's Office and the Public Children Services Association of Ohio (PCSAO), which manages the Ohio START pilot, worked with pilot counties to identify and recruit local partners, draft memorandums of understanding (see Appendix A), recruit Ohio START caseworkers and family peer mentors, train employees and local partners, and more. After the initial planning period, pilot counties began in November 2017 identifying and serving families through Ohio START. To qualify for Ohio START services, a family must:

- Qualify for in-home or out-of-home services through the local public children's services agency.
- Present evidence of substance abuse, as indicated by a score of 3 or higher on the UNCOPE screening tool (see Appendix B).
- Accept enrollment into the program.

Once enrolled in Ohio START, both the parent and the child are screened for trauma. Parents who score 4 or higher on the Adverse Childhood Experiences (ACE) survey (see Appendix B) are referred for further mental health and trauma assessment, while children who score a 4 or higher on the Children's Trauma Assessment Center (CTAC) survey receive a targeted referral for further assessment and treatment. Parents also receive expedited entry into drug treatment. Each Ohio START pilot county has entered into agreements with one or more behavioral health providers to ensure that families receive an assessment and/or treatment shortly after entering Ohio START. All medical services are paid for through the individual's Medicaid or private insurance.

For the first six months of enrollment in Ohio START, the family receives weekly visits from an Ohio START caseworker and family peer mentor. These tailored, in-home services ensure the safety of the child and adherence to the family's case plan. After six months, the family meets with an Ohio START caseworker and family peer mentor at least once a month. The family peer mentor is able to provide members of the family with transportation to and from medical appointments.

Family peer mentors are a critical part of the Ohio START model. The mentors are individuals who have personal experience with addiction, who have achieved sustained recovery, and who have had prior engagement with the child welfare system as a child or parent. Because the mentors have real-life experience in these areas, they can connect with families in a way that most social workers cannot. They provide accountability, support, and serve as role models for parents who may lack positive influences.

Through the dedicated Ohio START caseworker and family peer mentor, families receive coordinated, wraparound services targeted to their needs. The Ohio Attorney General's Office believes that this intensive care will ensure positive outcomes for families.

Since Ohio START launched in March 2017, pilot counties have:

- Received more than \$400,000 in funding from the Ohio Attorney General's Office.
- Undergone more than 1,900 combined hours of training.

- Demonstrated a high level of readiness for implementation.
- Employed 20 individuals in recovery as family peer mentors.
- Identified nearly five dozen families for Ohio START services.
- Served 47 families and more than 125 individuals through Ohio START.
- Had no families withdraw from the program, and we anticipate our first Ohio START family to graduate from the program in May 2018.

Ohio START is also generously supported by Casey Family Programs; the Ohio Department of Mental Health and Addiction Services, through a federal 21st Century Cures grant; UnitedHealthcare Community Plan of Ohio; and the HealthPath Foundation of Ohio.

The Ohio State University College of Social Work and the Voinovich School of Leadership and Public Affairs at Ohio University are graciously donating their time and resources to conduct a full evaluation of the pilot, which will be available at the conclusion of the pilot.

Ohio START is based on a promising program from Kentucky called START (Sobriety, Treatment, and Recovery Teams). Kentucky began implementing START in 2006 and served its first families approximately 18 months later in September 2007. After a decade of implementing START, Kentucky saw remarkable outcomes for families who entered the program. First, mothers who went through start achieved sobriety at much higher rates than their child-welfare involved peers (66% vs. 36%). As a result, START children were 50% less likely to need out-of-home care. Children served by START also were less likely to re-enter the foster care system – 75% remained with their parent at case closure or were reunified. This helped implementing counties in Kentucky save \$2.22 for every \$1.00 invested in START.



Ohio expects similar outcomes. Below are quotes from an Ohio START team, based out of Fairfield County, where nearly 80% of children who enter foster care are there due to parental substance use, the vast majority of those are opioid-related.

“I think [Ohio START] is the best step, in the right direction, at the right time for Ohio.”

–Kristi Burre, Deputy Director of Protective Services, Fairfield County Department of Job and Family Services

“There is nothing better than when we are able to reunify a parent with their child. Those are the happiest days of work. . . and I truly believe that the START program is going to make that happen quicker, which is going to traumatize the kids less.”

–Liz Merringer, START Case Worker, Protective Services, Fairfield County Department of Job and Family Services

“Sometimes [parents struggling with addiction] view the caseworker as somebody they cannot trust or relate to. So Family Peer Mentors are there to bridge that gap.”

–Sean Grossarth, START Family Peer Mentor, The Recovery Center

“[Families] aren’t just trying to get us out of their lives anymore. They are trying to get the help that they need so that they can parent their children long term.”

–Cara Finney, START Supervisor, Protective Services, Fairfield County Department of Job and Family Services

“The Ohio START initiative has opened new doors for career opportunities among START family peer mentors. Integrated Services will embed all of our successful family mentors into local community behavioral health teams at the conclusion of grant funding.”

–Kevin Gillespie, Executive Director, Integrated Services

Appendix A – Memorandum of Understanding and Release

MEMORANDUM OF UNDERSTANDING
BETWEEN

[NAME OF PCSA]¹

AND

[NAME OF SERVICE PROVIDER]

This Memorandum of Understanding (“MOU”) is entered into by and between the [Name of PCSA] (hereinafter “Agency”), [Street Address, City, State, Zip] and the [Name of Service Provider], (hereinafter “Provider”), [Street Address, City, State, Zip] (collectively referred to herein as the “Parties”).

WHEREAS, the Ohio Attorney General created a pilot program to serve families harmed by parental opioid abuse in southern Ohio, known as the Ohio Sobriety, Treatment, and Reducing Trauma (“Ohio START”) program; and

WHEREAS, the purpose of the Ohio START program is to address childhood trauma caused by parental drug abuse and adult trauma that may have led to drug dependency; and

WHEREAS, the Parties will work collaboratively as Family Teams to provide coordinated wrap-around services and intensive case management to achieve the purpose of the Ohio START program; and

WHEREAS, the Parties have entered into an agreement for the provision of specialized victim services for families participating in the Ohio START program; and

WHEREAS, the Parties understand that in the course of performing the responsibilities of the Ohio START program, Provider may have access to certain child welfare and other information from Agency which is considered confidential information (“Confidential Information”); and

WHEREAS, the Parties understand that in the course of performing the responsibilities of the Ohio START program, Agency may have access to certain healthcare, drug treatment, and other information from Provider which is considered (“Protected Health Information”); and

WHEREAS, the Parties wish to ensure the proper and confidential sharing of the Confidential Information and the Protected Health Information by setting forth the roles and responsibilities of the Parties; and

NOW, THEREFORE, the Parties, in consideration of the mutual promises, agreements and covenants herein contained, agree as follows:

¹ Language appearing in red and/or italics/brackets has been highlighted for your special consideration. It should be carefully reviewed for applicability or needed information and edited or deleted as appropriate. In the final version, all brackets and informational notes (including this header) should be deleted and all red print should be changed to black. THIS DOCUMENT SHOULD BE REVIEWED BY YOUR LOCAL COUNSEL AND ADAPTED AS NEEDED.

I. PURPOSE

For the purpose of performing the Parties' responsibilities under the Ohio START program **as set forth in a separate agreement between the Parties** (the "Purpose"), the Parties may have access to Confidential Information and/or Protected Health Information. This MOU establishes a process between the Parties to properly and confidentially transmit and share Confidential Information and Protected Health Information between themselves and to set forth the terms and conditions governing the information-sharing process. The Confidential Information and Protected Health Information will be transferred via an agreed upon method of transmission.

II. RESPONSIBILITIES OF THE PARTIES

A. Agency agrees to do the following:

1. Transfer Confidential Information to Provider in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
2. Consult with Provider to ensure the Confidential Information is stored securely.
3. Use appropriate safeguards in storing Protected Health Information received from Provider. While Agency is not a Business Associate of Provider pursuant to the Health Information Portability and Accountability Act ("HIPAA"), Agency should undertake efforts to store information in compliance with Subpart C of 45 CFR Part 164, which includes:
 - a. Ensuring confidentiality, integrity, and availability of Protected Health Information stored both in physical and electronic form;
 - b. Protect against any reasonably anticipated threats to the security of the Protected Health Information;
 - c. Protect against any impermissible disclosures of the Protected Health Information;
 - d. Limit access to Protected Health Information to authorized employees of Agency and ensure that Protected Health Information is utilized only according to the Purpose and executed release;
 - e. Track who has accessed Protected Health Information;
 - f. Report to Provider any use or disclosure of Protected Health Information not permitted in the Purpose or executed release;
 - g. Protect Protected Health Information from improper alteration or destruction; and
 - h. Ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Agency agree to the same restrictions, conditions, and requirements.
4. Only use the Protected Health Information for the Purpose and for no other reason.
5. Immediately notify the Provider of any known or suspected unauthorized disclosure of the Protected Health Information.
6. Immediately notify the Provider of any requests for the Protected Health Information and refer the requestor of the Protected Health Information to the Provider.
7. **Return and/or destroy** any Protected Health Information transferred to Agency by Provider upon the termination or expiration of this MOU.

8. Obtain an executed release, in the form attached hereto as Exhibit A, from the clients who are eligible and selected to participate in the Ohio START program and store the executed releases in a secure manner.
9. Actively participate in the Ohio START program evaluation performed by The Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs.

B. The Agency point of contact shall be [contact name, title, phone number, e-mail address].

C. The Provider agrees to do the following:

1. Transfer Protected Health Information to Agency in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
2. Consult with Agency to ensure the Protected Health Information is stored securely.
3. Use appropriate safeguards in storing Confidential Information received from Agency. Provider must ensure the access and protection of the Confidential Information is in compliance with all state and federal laws that govern the protection of child welfare data, including, but not limited to those set forth in Exhibit B attached hereto and updated as of March 2017, as may be amended or supplemented from time to time.
4. Only use the Confidential Information for the Purpose and for no other reason.
5. Protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care.
6. Restrict access to the Confidential Information to its personnel engaged in a use permitted by this MOU, provided that such personnel are bound by obligations of confidentiality similar to the terms of this MOU.
7. Immediately notify the Agency of any known or suspected unauthorized disclosure of the Confidential Information.
8. **Return and/or destroy** any Confidential Information transferred to Provider by Agency upon the termination or expiration of this MOU.
9. Immediately notify the Agency of any requests for the Confidential Information and refer the requestor of the Confidential Information to the Agency.

D. The Provider point of contact shall be [contact name, title phone number, e-mail address].

III. OWNERSHIP OF CONFIDENTIAL INFORMATION AND LIABILITY

- A. The Parties agree that the Confidential Information provided under this MOU is and will remain the property of the Agency.
- B. The Parties agree that the Protected Health Information provided under this MOU is and will remain property of the Provider.

- C. The Parties agree that the confidentiality obligations set forth in this MOU survive the termination or expiration of the MOU.
- D. Provider understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Confidential Information.
- E. Agency understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Protected Health Information.

IV. TIME OF PERFORMANCE

- A. This MOU is effective as of the last date signed below and shall be effective for a period of one year. Thereafter, this MOU shall automatically renew for successive years unless terminated as set forth herein. If automatically renewed, this MOU shall not be effective past the date of the Ohio START pilot program, which terminates on October 1, 2019.
- B. Upon the expiration of this MOU, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this MOU and continue in full force and effect.

V. GOVERNING LAW

This MOU is made pursuant to and shall be construed and interpreted in accordance with the laws of the state of Ohio.

VI. SUSPENSION AND TERMINATION

- A. This MOU may be terminated by either party, without cause, by providing thirty (30) days written notice to the other Party.
- B. If this MOU is breached, the non-breaching party may suspend or terminate this MOU immediately upon written notice to the breaching party. If the breach is of a nature that can be cured, the non-breaching party may provide the breaching party with written notice of the breach and provide ten (10) days for the breaching party to cure its nonperformance or violation.
- C. Upon termination of this MOU, for any reason, all transferring of information provided for herein will cease as of the effective date of the termination, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the termination of this MOU and continue in full force and effect.

VII. ASSIGNMENT AND WAIVER

- A. Neither party may assign its rights or delegate its duties or obligations under this MOU without prior written consent of the other party.
- B. A waiver of any provision of this MOU is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this MOU will not constitute or be deemed a waiver

of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

VIII. ENTIRE AGREEMENT/MODIFICATION

This MOU constitutes the entire agreement between the Parties, and any changes or modifications to this MOU shall be made and agreed to by the Parties in writing. Any prior agreements, promises or representations not expressly set forth in this MOU shall have no force or effect.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year last written below.

AGENCY

PROVIDER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Ohio START Authorization to Release Confidential Information

Name: _____ Date of Birth: _____

Address: _____

Phone: _____

Child(ren)'s Names and Date(s) of Birth:

I _____ hereby authorize [Treatment Provider] to disclose the following information (please initial next to all that apply):

- _____ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- _____ (2) Information regarding my status/my child(ren)'s status as a patient in alcohol and/or drug treatment
- _____ (3) Parenting evaluations
- _____ (4) Treatment and subsequent evaluations of my service needs by the Ohio START program
- _____ (5) Initial and subsequent evaluations of my service needs by the Ohio START program
- _____ (6) Any and all information related to any alcohol and drug treatment program(s) that have provided me services
- _____ (7) Drug screen results
- _____ (8) Summaries of alcohol, drug and/or mental health screening and assessment results and history
- _____ (9) Summaries of alcohol, drug and/or mental health treatment/service plan(s), progress and compliance
- _____ (10) Date of discharge from alcohol, drug, and/or mental health treatment/services and discharge status
- _____ (11) Home Study Records
- _____ (12) Other: _____

I authorize the disclosure of the above information to the following people (please initial next to all that apply):

- _____ (1) PCSA Case Worker, address
- _____ (2) Juvenile court official/Family Drug Dependency and Treatment Court official, address

I further authorize [PCSA] to disclose the following information (please initial next to all that apply):

- _____ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- _____ (2) Parenting evaluations
- _____ (3) Treatment and subsequent evaluations of my service needs by the Ohio START program
- _____ (4) Initial and subsequent evaluations of my service needs by the Ohio START program
- _____ (5) Drug screen results
- _____ (6) Home Study Records
- _____ (7) Other: _____

I authorize the disclosure of the above information to the following people (please initial next all that apply):

_____ (1) Peer Support Specialist, address;

_____ (2) Juvenile court official/Family Drug Dependency and Treatment Court official, address;

The above listed members of the Ohio START program will use this authorization for disclosure and re-disclosure to administer wrap-around services and intensive case management related to the Ohio START pilot program and to facilitate a cooperative approach through the exchange of disclosed information among the members of the Ohio START program.

This authorization will expire (please select one):

- 365 days after it is signed
- Less than 365 days (please give a specific date or event) _____

I understand that I may revoke this consent at any time with written notice or other practice in accordance with Provider's Notice of Privacy Practices, except to the extent that the Ohio START Program acted in reliance on it. 45 CFR 164.508(b)(5)(i).

I understand that the members of Ohio START program may not condition treatment, payment, enrollment, or benefits eligibility on an individual granting an authorization, except in limited circumstances. 45 CFR 164.508(4). I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient(s) to carry out their official duties. 42 CFR 2.35(d).

I understand that pursuant to federal regulations governing the confidentiality of alcohol and drug abuse patient records, 42 CFR, Part 2, and the Health Insurance Portability and Accountability Act, Public Law 104-191, information regarding individually identifiable health information and that of my child(ren), including any alcohol and/or drug treatment records and/or any other information relating to past, present, or future physical or mental health condition, is confidential and cannot be disclosed without my written consent unless otherwise provided for in the regulations. This authorization is not sufficient for the purpose of the release of HIV test results or diagnoses.

My signature below indicates that I have received a signed copy of this authorization. 45 CFR 164.508(c)(4).

Date

Signature of Client or other Responsible Party

Relationship

Date

Witness Signature

Witness Print Name

Appendix B – Screening Tools

UNCOPE Questionnaire

- U** “In the past year, have you ever drank or used drugs more than you meant to?” or, as revised “Have you spent more time drinking or using than you intended to?”
- N** “Have you ever neglected some of your usual responsibilities because of using alcohol or drugs?”
- C** “Have you felt you wanted or needed to cut down on your drinking or drug use in the last year?”
- O** “Has anyone objected to your drinking or drug use?” Or, “Has your family, a friend, or anyone else ever told you they objected to your alcohol or drug use?”
- P** “Have you ever found yourself preoccupied with wanting to use alcohol or drugs?” or, as revised, “Have you found yourself thinking a lot about drinking or using?”
- E** “Have you ever used alcohol or drugs to relieve emotional discomfort, such as sadness, anger, or boredom?”

Adverse Childhood Experiences (ACE) Questionnaire

Prior to your 18th birthday:

1. Did a parent or other adult in the household often or very often... Swear at you, insult you, put you down, or humiliate you? or Act in a way that made you afraid that you might be physically hurt?
No ___ If Yes, enter 1 ___
2. Did a parent or other adult in the household often or very often... Push, grab, slap, or throw something at you? or Ever hit you so hard that you had marks or were injured?
No ___ If Yes, enter 1 ___
3. Did an adult or person at least 5 years older than you ever... Touch or fondle you or have you touch their body in a sexual way? or Attempt or actually have oral, anal, or vaginal intercourse with you?
No ___ If Yes, enter 1 ___
4. Did you often or very often feel that ... No one in your family loved you or thought you were important or special? or Your family didn't look out for each other, feel close to each other, or support each other?
No ___ If Yes, enter 1 ___
5. Did you often or very often feel that ... You didn't have enough to eat, had to wear dirty clothes, and had no one to protect you? or Your parents were too drunk or high to take care of you or take you to the doctor if you needed it?
No ___ If Yes, enter 1 ___

6. Were your parents ever separated or divorced?
No ___ If Yes, enter 1 ___

7. Was your mother or stepmother:
Often or very often pushed, grabbed, slapped, or had something thrown at her? or
Sometimes, often, or very often kicked, bitten, hit with a fist, or hit with something
hard? or Ever repeatedly hit over at least a few minutes or threatened with a gun or
knife?
No ___ If Yes, enter 1 ___

8. Did you live with anyone who was a problem drinker or alcoholic, or who used street
drugs?
No ___ If Yes, enter 1 ___

9. Was a household member depressed or mentally ill, or did a household member
attempt suicide?
No ___ If Yes, enter 1 ___

10. Did a household member go to prison?
No ___ If Yes, enter 1 ___



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