***MEMORANDUM OF AGREEMENT***

MEMORANDUM OF AGREEMENT BETWEEN

 COUNTY JUVENILE PROBATION AND

INDIANA DEPARTMENT OF CHILD SERVICE

This Memorandum of Agreement (“MOA” or “Agreement”) establishes a framework for increasing and enhancing interagency communication and collaboration between the \_ - County Juvenile Probation Department (hereinafter “Probation”) and the Indiana Department of Child Service (hereinafter “DCS”) (Probation and DCS will also be referred to collectively as the “Parties” and individually as the “Party”) likelihood of positive outcomes for youth who are dually involved in both the juvenile justice and child welfare system (hereinafter collectively referred to as singular “System” or in the plural as “Systems”); specifically this MOA addresses a dual status child, as defined by IC § 31-41-1-2.

WHEREAS, the privacy and confidentiality of information regarding a youth in juvenile justice is an important legal and ethical principle; and

WHEREAS, appropriate sharing of information can improve decision-making, care and outcomes for youth and families; and

WHEREAS, youth who are charged with committing delinquent acts or who are charged with status offenses are guaranteed certain constitutional rights; and

WHEREAS, unless a statutory exception(s) applies, youth-servicing agency records are barred from public dissemination and interagency sharing; and

WHEREAS, IC § 31-39-9-1 provides that a court (probation), a law enforcement agency, the department of correction (“IDOC”), the DCS, the office of family and social services (“FSSA”), and a school may exchange records of a child who is a child in need of services (“CHINS) or has been determined to be a delinquent child under IC § 31-39-9-2, if the information or records are not confidential under state or federal law; and

WHEREAS, it is not the intention of this MOA to supersede existing federal statutes, specifically HIPAA, FERPA, 26 U.S.C. § 6103, and 42CFR Part 2, or state statutes, but rather to provide clarity concerning personally identifiable information (“PII”) that can and cannot be disclosed during juvenile justice and child protection proceedings for the purpose of case coordination and planning; and

WHEREAS, the Parties agree that the information to be disclosed by both participating Systems is based on a legal authority and/or an informed consent to release information by the youth and/the youth’s parent or legal guardian; and

WHEREAS, the Parties agree that they will not, without good cause, refuse, to disclose the information necessary to achieve the purposes of this MOA; provided that an informed consent to release information has been received or the respective Party is permitted to do so by federal or state law; and

WHEREAS, all records/reports are considered confidential and shall not be released unless otherwise allowed by this MOA, state or federal law, or informed consent from the youth’;

NOW, THEREFORE, the Parties agree that this MOA reflects their agreement as to the current permitted and prohibited sharing and uses of information in the dual system youth process (“Dual System Youth Process”). The Parties further agree that this MOA does not supersede state or federal confidentiality laws or relinquish rights to which the youths and their families are entitled.

1. **RESPONSIBILITIES OF THE PARTIES**
2. Written Consents. Whenever possible, the Parties are encourage to obtain proper permission for releasing protected information through properly executed consent to release forms.
3. Assurances. The Parties will endeavor to provide assurances to youth, families, and other advocates that the information shared will be protected and used in relevant and appropriate ways to benefit the dual system youth (“Dual System Youth”).
4. State or Federal Exceptions. If consent forms are not able to be executed, the Parties must determine if the request for information falls into one of the state or federal exceptions.
5. Limited Sharing of Information. The Parties agree that information sharing is limited to case-specific information on a need-to- know basis for professionals who provide services to the Dual System Youth and their families through Probation or the DCS.
6. Commitment(s) of the Parties. The Parties to this Agreement commit to explore options to facilitate expanded and appropriate sharing of information between their Systems. These efforts include, but are not limited to:
7. Advocacy for obtaining limited waivers from the state and federal governments for removing obstacles for sharing information; and
8. Reviewing internal policies and procedures within each System that may unnecessarily discourage sharing information between Systems; and
9. Working together, as resources allow, too create a secure database containing permitted relevant and appropriate information.
10. **DEFINITION**

“Dual Status Child” is defined by IC § 31-41-1-2.

1. **GOAL**

The Parties agree that the overarching goal of the relevant statute and the resulting effort, including this MOA, is to better serve the children who cross over into both systems and as such are often the neediest children involved in the juvenile justice system.

1. **TERM AND RENEWAL**
2. Term. This MOA is effective upon the date of the final signature, and shall remain in effect for a period of four (4) years.
3. Renewal. This MOA may be renewed by mutual agreement of the Parties. Any renewal of this MOA shall be made in writing, signed by the Parties, and shall now have a renewal term greater than the original term of the MOA.
4. **MODIFICATION**

This MOA may be amended by mutual consent. Any such amendment or modification shall be by written agreement of the Parties and executed with the same formality as the original Agreement.

1. **CONFIDENTIALITY**
2. The Parties understand and agree that state and federal laws prohibit further data, materials, and information disclosed may contain confidential and protected data. Furthermore, the Parties acknowledge that state and federal laws prohibit further disclosure of shared and confidential PII. Therefore, the Parties agree that data, material, and information gathered, based upon or disclosed for the purposes of this Agreement, will not be further disclosed to others without the prior written consent of Probation and DCS unless otherwise authorized under the terms of this Agreement, federal or state law, or written consent of the Dual System Youth’s guardian/parent.
3. Each Party that receives confidential information from the other Party shall maintain the confidentiality of that information in accordance with IC §§ 4-1-6-8.5 and 5-14-3-6.5.
4. **TERMINATION**
5. This MOA may be terminated by either Party, upon reasonable notice, whenever, for any reason, either Party determines that such termination is in its best interest.
6. If either Party has failed to comply with the terms of this MOA, either Party may, upon thirty (30) days written notice to the other, terminate this Agreement. The notice of termination shall state the reason for the termination and the effective date.
7. **NOTICE TO PARTIES**
8. Notice to DCS. Whenever any notice, statement, or other communication shall be sent to DCS regarding this MOA, it shall be sent by e-mail to the following address, unless otherwise advised:

General Counsel

Indiana Department of Child Services

302 West Washington Street, Room E306-MS47

Indianapolis, IN 46204

Joel.McGormley@dcs.in.gov (or successor’s email address)

And

Deputy Director, Juvenile Justice Initiative and Support

Indiana Department of Child Services

302 West Washington Street, Room E306-MS47

Indianapolis, IN 46204

Donald.Travis@dcs.in.gov (or successor’s email address)

1. Notice to Probation. Whenever any notice, statement, or other communication shall be sent to Probation regarding this MOA, it shall be sent by e-mail to the following address, unless otherwise advised:

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (or designated successor’s email address)

1. **SIGNATURES**

IN WITNESS WHEREOF, DCS and Probation have, through duly authorized representatives, entered into this Agreement. The Parties have read and understand the foregoing terms of the Agreement and do, by their respective signatures dated below, hereby agree to the terms thereof.

**FOR THE \_\_\_\_\_\_\_\_\_\_\_COURT OF\_\_\_\_\_\_\_\_\_\_\_\_\_COUNTY**

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Judge Date

**FOR THE INDIANA DEPARTMENT OF CHILD SERVICES**

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Terry J. Stigdon, RN, MSN, Director Date

**FOR THE \_\_\_\_\_\_\_\_\_\_\_COUNTY JUVENILE PROBATION**

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 Date