

MEMORANDUM OF UNDERSTANDING BETWEEN THE FULTON COUNTY, GEORGIA AND FULTON COUNTY JUVENILE COURT AND THE FULTON COUNTY DEPARTMENT OF JUVENILE JUSTICE AND THE FULTON COUNTY DEPARTMENT OF HUMAN RESOURCES, DIVISION OF FAMILY AND CHILDREN SERVICES, REGARDING INFORMATION AND DATA SHARING IN RELATION TO DUALLY INVOLVED YOUTH

I. PARTIES TO THE MOU

This memorandum of understanding (hereinafter referred to as "MOU") is made and entered into by Fulton County, Georgia (hereinafter referred to as "Fulton County"), the Fulton County Juvenile Court (hereinafter referred to as "Juvenile Court"), the Georgia Department of Juvenile Justice (hereinafter referred to as "DJJ"), and the Georgia Department of Human Services, Division of Family and Children Services (hereinafter referred to as "DFCS"). Hereinafter, these entities will collectively be referred to as "the Parties."

II. PURPOSE OF THE MOU

Whereas the Juvenile Court has identified a significant population of children who are dually involved in both the delinquency and dependency cases and has determined that it is in the best interest of these youth to reduce the health and safety risks associated with dually-involved youth; the purpose of this MOU is to promote increased cooperation and coordination between the Parties through the sharing of certain data and the integration of certain computer databases for the benefit of children involved in the Dually-Involved Youth Initiative conducted by the Parties through Fulton County Juvenile Court.

The mission of the Juvenile Court is: first, to protect children and the community in matters brought before the court, to rehabilitate children, and to restore families; second, to create opportunities for the community, partners, and stakeholders to actively engage in this mission. Consistent with this mission, the purpose of the Dually-Involved Youth Initiative is to promote increased cooperation, coordination, and integration at the administrative and service delivery levels for the benefit of children and families within the purview of the DJJ, DFCS, the Court and additional participants to this initiative. This integrated effort will improve screening and assessment, case management, case planning, resource allocation and service delivery, and will provide an opportunity to positively impact dually-involved youth outcomes.

All procedures, guidelines, and mechanisms under this MOU shall be designed and implemented, and all determinations with regard to sharing information shall be made with the understood, overriding priority of advancing the purposes of this MOU and the Juvenile Court, respectively.

III. LEGAL AUTHORITY

The Parties shall jointly operate pursuant to and in accordance with O.C.G.A. § 15-11-38, *Community based risk reduction programs*, which specifically authorizes the Juvenile Court to establish this program with the purpose of utilizing available community resources in assessment and intervention in cases of delinquency, dependency, or children in need of services.

Moreover, O.C.G.A. § 15-11-38(c), authorizes the exchange of confidential information pursuant to “protocol agreements” entered into by the juvenile court with the county division of family and children services, DJJ, or any state or local department or agency providing educational or treatment services.

Hence, any information shared pursuant to this MOU shall be in accordance with the provisions of O.C.G.A. § 15-11-40, *Information sharing; confidentiality*, which specifically authorizes participating agencies under the authorization of the juvenile court to share information for the authorized purposes of the community based risk reduction program.

Furthermore, the Parties hereby incorporate by reference into this MOU the *Cooperative Agreement Between the Department of Juvenile Justice, and the Department of Human Resources, Division of Family and Children Services*, entered into on April 28, 2006.

IV. DEFINITIONS

A. “Dually-Involved Youth” means youth who have concurrent involvement (diversionary, formal or a combination of the two) with both the child welfare and juvenile justice systems.

B. “JCATS” – Juvenile Case Activity Tracking System

C. “SHINES” – web-based statewide automated child welfare information system.

D. “JTS” – Juvenile Tracking System”

E. “Release” means a written agreement between the Parties and the parent(s), legal custodian or guardian of a dually-involved youth that authorizes the Parties to exchange confidential court records, personally identifiable information, health, or educational records pertaining to the dually-involved youth for the purposes authorized by this agreement.

V. TERMS OF AGREEMENT

In consideration of the mutual aims and desires of the Parties to this MOU and in recognition of the public benefit to be derived from the performance of this initiative, the Parties agree that the terms of their agreement shall be as follows:

A. RESPONSIBILITIES OF THE PARTIES

1. The Parties agree to dedicate resources to create, maintain and regularly update a database of identified dually-involved youth with relevant data and identifiers (including, but not limited to, name, date of birth, offense history, etc.) derived from the JCATS, SHINES, and JTS databases.
2. The Parties agree to provide each other with notifications of upcoming court hearings and meetings pertaining to dually-involved youth.
3. The Parties agree to allocate staff to participate in multidisciplinary team meetings.
4. The Parties agree to share documents, data and information derived from case files, including data maintained in internal electronic databases (i.e. JCATS), to the extent necessary to effectuate the purpose of this MOU and in accordance with federal state laws as well as their respective policies.
5. The Parties agree to provide all consents, releases, etc. necessary to obtain confidential or protected documents maintained by other parties.
6. The Parties agree to make good faith efforts to collaborate and ensure that the needs and the welfare of the dually-involved youth they jointly serve are being met.

7. The Parties agree to store all documents, data and information derived from the case files in a secure area, to protect the confidentiality of the data, and to prevent unauthorized access to the data.
8. The Parties agree that any breach, or suspected breach, of data confidentiality shall be reported no later than one (1) calendar day after discovery of the breach or suspected breach to all parties to this MOU.
9. The Parties agree to limit the use of any information obtained to the Purpose of the MOU.
10. The Parties agree that any data or information obtained from the other parties to this agreement will not be collected, stored and/or retained in the Parties respective databases.
11. The Parties agree to endeavor to protect their respective information database software licensing agreements.
12. The Parties agree to report to DFCS and/or DJJ any 1) use or disclosure of DFCS and/or DJJ data not authorized by this Agreement or 2) request to inspect or obtain data provided by DFCS and/or DJJ under the Georgia Open Records Act no later than one (1) calendar day after a party learns of such unauthorized access, use or disclosure or request under the Open Records Act. Also, the Parties shall cooperate with DFCS and/or DJJ in its efforts to protect such confidential information from wrongful disclosure following a request under the Open Records Act and shall disclose such data to the party seeking it only as required by state or federal law.

B. DURATION

This MOU shall become effective on or after the date of signature by all parties and shall remain in full force and effect until the conclusion of the Dually-Involved Youth Initiative or until the MOU is canceled by the Parties in accordance with the terms set forth *infra*.

C. LIMITATIONS ON PERFORMANCE

It is understood by the Parties that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation which govern their respective activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately notify the other Parties.

D. AMENDMENTS OR MODIFICATIONS

This MOU may be amended or modified upon the express written consent of all the parties.

E. CONFIDENTIALITY

The Parties agree to adhere to all confidentiality restrictions legally applicable and expressed in this agreement. This includes an agreement to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its related amendments, rules procedures and regulations. To that end, the parties will cooperate and abide by any requirements mandated by HIPAA or any other applicable law.

The Parties further agree that no statements, admissions or confessions made by, or incriminating information obtained from, a child in the course of any screening that is undertaken in conjunction with proceedings under any dually-involved youth multi-disciplinary team meeting, including but not limited to that which is court-ordered, shall be offered into evidence in any civil or criminal proceeding. Moreover, no statements, admissions or confessions made by, or incriminating information obtained from a child in the course of any assessment or evaluation, or any treatment provided by or at the direction of a clinician or health care professional, that is undertaken in conjunctions with proceedings under any dually-involved youth multi-disciplinary team meeting, including but not limited to that which is court-ordered, shall be offered into evidence against the child on the issue of whether the child committed a delinquent act in any juvenile court proceeding, or on the issue of guilt in any criminal proceeding.

F. **TERMINATION**

Any party may terminate their involvement in this agreement without cause upon thirty (30) days written notice to the other parties. Notice shall be deemed effective upon the date of its delivery.

G. **ENTIRE AGREEMENT**

This agreement constitutes, the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior, conflicting agreements regarding the underlying subject-matter.

[Signatures on next page]

VI. SIGNATURES OF APPROVAL

FULTON COUNTY, GEORGIA

By: _____

John H. Eaves, Ph.D., Chairman – Fulton County Board of Commissioners

FULTON COUNTY JUVENILE COURT

By: _____

Bradley J. Boyd, Chief Judge

DEPARTMENT OF JUVENILE JUSTICE

By: _____

Avery D. Niles, Commissioner

GEORGIA DIVISION OF FAMILY AND CHILDREN SERVICES

By: _____

Bobby Cagle, Director