

MEMORANDUM OF UNDERSTANDING BETWEEN
_____ COUNTY JUVENILE PROBATION
AND
INDIANA DEPARTMENT OF CHILD SERVICE, LOCAL OFFICE IN _____

This Memorandum of Understanding (MOU) 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, local office in _____ (hereinafter “DCS”) to maximize the likelihood of positive outcomes for youth who are dually involved in both the juvenile justice and child welfare system (both systems sometimes hereinafter referred to as “Systems”); specifically this document addresses a dual status child, as defined by I.C. 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, the general Rule of Law as to disclosure of youth-servicing agency records is that they are closed to both public dissemination and interagency sharing, unless statutory exceptions apply; and

WHEREAS, I.C. 31-39-9-1 provides that the court (probation), law enforcement, the department of correction, the DCS, office of family and social services and schools may exchange the information included in the records of a child who is a child in need of service or a delinquent child, if the information or records are not confidential under State or Federal law; and

WHEREAS, it is not the intention of this MOU to supersede existing Federal statutes, specifically HIPAA, FERPA, and 42CFR Part 2, or State statutes, but rather to provide clarity concerning personally identifiable information 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 MOU; and

WHEREAS, all records/reports are considered confidential and shall not be released unless

otherwise allowed by this MOU, State or Federal law;

NOW, THEREFORE, the parties agree that this Memorandum of Understanding reflects their agreement as to the current permitted and prohibited sharing and uses of information in the Dual System Youth Process. The parties further agree that this MOU does not supersede State or Federal privacy laws or relinquish rights to privacy to which Dual System Youth and their families are entitled. Whenever possible, both Systems are encourage to obtain proper permission for releasing protected information through properly executed consent to release forms. 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. 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. Further, 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.

Additionally, 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:

1. Advocacy for obtaining limited waivers from the State and Federal governments for removing obstacles for sharing information; and
2. Reviewing internal policies and procedures within each System that may unnecessarily discourage sharing information between Systems; and
3. Working together, as resources allow, too create a secure database containing permitted relevant and appropriate information.

I. Definition: A Dual Status Child is defined by I.C. 31-41-1-2.

II. Goal: The parties agree that the goal of the relevant statute and the resulting effort, including this MOU, 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.

III. Internal Confidentiality for Shared Information: The parties to this agreement acknowledge that State and Federal regulations prohibit further disclosure of shared and confidential personally identifiable information without the specific written consent of the person to who it pertains or as otherwise permitted by law or regulation. Both parties agree to carefully observe these duties of confidentiality.

IV. Modification: Both parties agree that any modifications or renewals of this agreement may be made only in a dated writing executed by both of them.

V. Term: This MOU is effective upon the date of the final signature, _____, 20__, and shall terminate on June 30, 2017, unless renewed pursuant to Section IV above.

In Witness Whereof, the parties hereto have entered into this Memorandum of Understanding and Agreement as evidenced by their signatures below. This Memorandum is effective upon the date of the final signature.

By: _____
Judge

_____ Court of _____ County

DATE

By: _____
Chief Probation Officer

_____ Court of _____ County

DATE

Mary Beth Bonaventura, Director
Indiana Department of Child Services

DATE

DCS Local Office Director
_____ County

DATE