MEMORANDUM OF UNDERSTANDING

BETWEEN

The Office of the Privacy Commissioner of Canada

AND

The Office of the Information and Privacy Commissioner of Alberta

AND

The Office of the Information and Privacy Commissioner of British Columbia

WITH RESPECT TO

Co-operation and Collaboration in Private Sector Privacy Policy, Enforcement, and Public Education
Memorandum of Understanding  
Between  
The Office of the Privacy Commissioner of Canada,  
The Office of the Information and Privacy Commissioner of Alberta, and  
The Office of the Information and Privacy Commissioner of British Columbia,  
As the offices of the Privacy Commissioner of Canada, the Information and Privacy Commissioner of Alberta, and the Information and Privacy Commissioner of British Columbia, have oversight responsibilities for our respective private sector privacy laws within our jurisdictions.

As there are circumstances where the Offices have concurrent or overlapping jurisdiction over organizations operating across Canada.

As the Personal Information Protection and Electronic Documents Act, S.C.2000, c.5, s.23, the Personal Information Protection Act, S.A. 2003, c. P-6.5, and the Personal Information Protection Act, S.B.C. 2003, c. 63, provide for consultation and collaboration.

As there are interests and benefits resulting from cooperation and collaboration in policy, enforcement, public education, and compliance, both within the oversight offices and to organizations, and individuals in Canada.

GIVEN the responsibilities and mandates of the named parties,

THE PARTIES AGREE TO THE FOLLOWING:

1. OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING

1.1 Objective of the Memorandum of Understanding

The objective of this Memorandum of Understanding is to set out a framework to support federal/provincial collaboration and co-operation in order to:
Leverage the resources of the Offices to maximize capacity and impact in oversight activities, while at the same time reduce overlap and inefficiencies.

Increase knowledge sharing and enhance relationships between the Offices in order to ensure consistent, co-ordinated, efficient and harmonized oversight of private sector privacy in Canada.

Carry out joint instructions of the Privacy Commissioners.

2. APPROACH

This Memorandum of Understanding includes the following areas:

- **Enforcement**: The parties will consult to identify enforcement matters that are of mutual interest and determine how to respond in a co-ordinated and harmonized manner (as laws allow).

- **Policy**: The parties will consult to identify common principles and areas of mutual policy interest, and to develop and implement strategies to achieve policy goals and objectives. In particular, the parties will focus on emerging privacy issues to ensure a proactive, co-ordinated and consistent policy position and response whenever possible.

- **Public Education and Compliance Resources**: The parties will consult on the development of public education initiatives, and collaborate when it is mutually beneficial and of interest to do so. The parties will, whenever possible and as resources and laws allow, collaborate when issuing compliance guidelines to enhance harmonization and consistency in private sector privacy compliance.

- **Information sharing** on matters of mutual interest to collectively increase the Offices’ knowledge and understanding of private sector privacy matters.
2.2 Role of Private Sector Privacy Forum

The primary vehicles for achieving the objectives set out in this Memorandum of Understanding will be the Private Sector Privacy (PSP) Forum and the PSP Forum Working Group.

PSP Forum

Activities of the PSP Forum will include, but are not necessarily limited to:

- Developing protocols to address the sharing of information, determination of jurisdiction, transferring complaints, and carrying out parallel and joint investigations.

- Identifying opportunities for collaborative policy and public education. The Offices commit to advising and updating each other with regard to all such proposed and ongoing initiatives and will consult to prevent duplication or inconsistencies.

- Identifying opportunities for collaboration and knowledge sharing with regard to internal protocols, including the development of templates, reporting formats and case management systems.

- Consulting on issues of jurisdiction between Offices, and with respect to other dispute resolution forums.

- Coordinating and participating in staff exchanges.

- Jointly sponsoring, supporting and participating in conferences and training activities.

Each Office will name one or more representatives to participate in the PSP Forum. The representatives will include senior staff responsible for investigations, policy, public education and compliance. Membership in the Forum may be delegated. Attendance at bi-monthly meetings is open to other staff involved in privacy sector privacy oversight.
At a minimum, membership in the Forum will include the following:

- Assistant Privacy Commissioner, Office of the Privacy Commissioner of Canada
- Director-General Investigations, PIPEDA, Office of the Privacy Commissioner of Canada
- Director of Policy and Research, Office of the Privacy Commissioner of Canada
- Director, PIPA, Office of the Information and Privacy Commissioner of Alberta
- Assistant Commissioner, Investigations and Mediation, Office of the Information and Privacy Commissioner of British Columbia

PSP Forum meetings will be held bi-monthly via teleconference and possibly twice per year in person. One in-person meeting per year is to be held in conjunction with a meeting of the Privacy Commissioners.

The PSP Forum is chaired by one of the members appointed by agreement among the membership. The Chair will rotate on a bi-annual basis. The Chair is responsible for:

- Setting the agenda for regular meetings. Agendas should reflect the sharing of policy and public education initiatives of interest, research, compliance guidance materials, and significant investigations.
- Co-ordinating in-person meetings with hosting office.
- Distributing minutes.
- Co-ordinating annual reports to the Commissioners.

**PSP Forum Working Group**

Activities of the PSP Forum Working Group will include, but are not necessarily limited to:
- Carrying out the instructions of the PSP Forum.

- Ensuring regular information sharing between member offices with respect to ongoing parallel or joint investigations.

Membership in the PSP Forum Working Group will include, at a minimum, the following:

- A representative from the PIPEDA Investigations Branch, Office of the Privacy Commissioner of Canada

- Director, PIPA, Office of the Information and Privacy Commissioner of Alberta

- Assistant Commissioner, Investigations and Mediation, Office of the Information and Privacy Commissioner of British Columbia

PSP Forum Working Group meetings will be held bi-monthly during those months when the PSP Forum does not meet.

2.3 Resource requirements

Each Office will fund its own participation in the PSP Forum, including costs associated with participating in in-person meetings. The Office responsible for chairing PSP Forum meetings will be responsible for hosting teleconference meetings. The Office hosting in-person meetings will be responsible for costs related to the meeting facilities, refreshments and other related costs.

Where there may be costs associated with collaborative policy, public education and compliance work, the Offices will, at the start of such initiatives, identify required resources and agree to a plan for resourcing such initiatives.
2.4 Reporting

Matters of interest and/or minutes of each meeting of the PSP Forum will be communicated to the respective Commissioners.

Once per year, the PSP Forum will formally report activities to the Commissioners.

2.5 Information Sharing, ownership, confidentiality and security

Information, including case specific information containing personal information where necessary, may be shared between the Offices for the following purposes;

- To assess jurisdiction and transfer complaints as necessary;
- To evaluate whether or not investigations or complaints relate to the same or similar matters in order to assess whether or not a parallel or joint investigation is appropriate;
- To conduct parallel or joint investigations;
- To otherwise assist in the conduct of an ongoing or potential investigation of a complaint or, where applicable, audit; and
- To assist the Privacy Commissioners in carrying out their respective functions and duties.

Non-case specific information may also be shared between the Offices for the following purposes:

- To coordinate or participate in staff exchanges and staff training activities;
- To develop or discuss policy, internal protocols, public education material, templates or case management systems;
➢ For any other purpose consistent with the objectives of this memorandum of understanding.

Information shared pursuant to this memorandum will only be used for the purposes for which it was originally shared.

Each Office will treat confidential and personal information received in a confidential manner in accordance with each Office’s requirements. Confidential or personal information will be shared only in accordance with statutory conditions and requirements. The Office receiving confidential and personal information will not, without the express written consent of the Office that shared the information, further disclose the information unless required by law. The Office sharing the information will clearly indicate which aspects, if any, of the information being shared are confidential or contain personal information. The parties agree to develop a detailed protocol respecting the sharing of confidential and personal information between Offices.

All reports and documents, draft or otherwise, prepared by an Office remain the property of that Office and when provided to another Office are provided on the understanding that they will be not be disclosed, copied or distributed without permission.

3. ADMINISTRATION

3.1 The Privacy Commissioner of Canada, the Information and Privacy Commissioner of Alberta, and the Information and Privacy Commissioner of British Columbia, are charged with carrying out this Memorandum of Understanding.

3.2 Duration, Amendment and Termination

This Memorandum of Understanding supersedes all other Memorandums of Understanding signed between the parties and will come into force the day it is signed and will remain in force until December 31, 2013 or until another memorandum is signed.
The terms and conditions of this Memorandum of Understanding may be amended by mutual agreement in writing. Any of the parties may terminate this Memorandum unilaterally by giving at least one month’s written notice to the other parties. All confidentiality or non-disclosure provisions, undertakings and other restrictions in section 2.5 will remain in force after termination of the Memorandum of Understanding.

### 3.3 Dispute resolution process

Although disputes are unlikely to occur, there is a potential for disagreement among the parties to this Memorandum of Understanding. Disputes among staff of the respective Offices should first be subject to resolution among the staff. The next level of dispute resolution is between the Commissioners or Assistant Commissioners, as appropriate.
IN WITNESS WHEREOF, THE FOLLOWING HAVE AFFIXED THEIR SIGNATURES TO THIS MEMORANDUM OF UNDERSTANDING IN TRIPlicate:

Original signed by

______________________________

Jennifer Stoddart
Privacy Commissioner of Canada

IN Ottawa _______________________

THIS 22nd of November, 2011

Original signed by

______________________________

Frank Work, Q.C.
Information and Privacy Commissioner, Alberta

IN Calgary ______________________

THIS 30th of November, 2011

Original signed by

______________________________

Elizabeth Denham
Information and Privacy Commissioner, British Columbia

IN Victoria _____________________

THIS 29th of November, 2011
MEMORANDUM OF UNDERSTANDING

INFORMATION SHARING
BETWEEN PARTICIPATING MEMBERS OF THE
JEFFERSON COUNTY JUVENILE ASSESSMENT CENTER
Massachusetts Youth Screening Instrument (MAYSI-2)

PURPOSE
This Memorandum of Understanding (herein referred to as MOU) is for the sole purpose of defining the boundaries of information sharing of the Massachusetts Youth Screening Instrument (MAYSI-2) between the participating members (members) of the Jefferson County Juvenile Assessment Center (JCJAC).

OBJECTIVE
In order to serve children, youth and families appropriately, develop new strategies based on data trends, enhance the flow of legitimate information sharing while abiding by laws, rules and regulations that define children, youth and family confidentiality under the laws of the State of Colorado for the members and the federal regulations governed by the United States.

TERM and TERMINATION OF MOU
This MOU covers the period of [ ] to [ ], not to exceed one year and must be reviewed annually by the members. Members may withdraw their own membership at any time for any reason.

MEMBERSHIP
The following agencies are members of the established JCJAC:

OFFICE OF THE DISTRICT ATTORNEY, FIRST JUDICIAL DISTRICT ("District Attorney") and JEFFERSON COUNTY DIVISION OF HUMAN SERVICES ("Human Services") and the JEFFERSON COUNTY SHERIFF’S OFFICE ("Sheriff"); JEFFERSON COUNTY PUBLIC SCHOOLS ("Jeffco School"); the CITY OF ARVADA, a municipal corporation ("Arvada"); the CITY OF LAKEWOOD, a municipal corporation ("Lakewood"); the CITY OF WHEAT RIDGE, a municipal corporation ("Wheat Ridge"); and the CITY OF GOLDEN, a municipal corporation ("Golden"); the CITY OF WESTMINSTER, a municipal corporation ("Westminster"); and the CITY OF EDGEWATER, a municipal corporation ("Edgewater"), JEFFERSON CENTER FOR MENTAL HEALTH ("JCMH"), FIRST JUDICIAL DISTRICT PROBATION DEPARTMENT ("Probation"), and the COLORADO DIVISION OF YOUTH CORRECTIONS ("DYC").

New members may be added at the discretion of the JCJAC by majority vote.

WHEREAS, according to CRS 19-1-303, General Provisions: delinquency and dependency and neglect cases – exchange of information – civil penalty - §(2.5) (b) “For purposes of sharing information pursuant to this subsection (2.5) only, “mental health or medical records and information” shall not include the standardized mental illness screening. An assessment center that conducts a standardized mental illness screening on a child who has been taken into temporary custody by law enforcement or has been referred to the assessment center for children for case management purposes may share the results of
MEMORANDUM OF UNDERSTANDING

such screening, without the necessity of a signed released, with the agencies, **other than schools and school districts**, participating in the assessment center for children.

To receive the results of the standardized mental illness screening, a participating agency shall have a need to know for purposes of investigations and case management in the administration of its respective programs. Any participating agency receiving such information shall use it only for the performance of its legal duties and responsibilities and shall maintain the confidentiality of the information received, except as may be required pursuant to **Rule 16** of the Colorado rules of criminal procedure.”

WHEREAS, **Assessment Center is defined in the CRS 19-1-103 and CRS 19-1-304** as: *a multi-disciplinary, community-based center that provides services to children and their families including, but not limited to, detention screening, case management, and therapeutic intervention relating to delinquency, abuse or neglect, family conflict, and truancy.*

WHEREAS, **Standardized mental health screen is defined in CRS 16-11.9-102(2)** as: “*In conjunction with the development of a standardized mental illness screening procedure for the adult criminal justice system as specified in subsection (1) of this section, the judicial department, the division of youth corrections within the department of human services, the unit responsible for child welfare services within the department of human services, the unit responsible for mental health services within the department of human services, the alcohol and drug abuse division within the department of human services, the division of criminal justice within the department of public safety, and the department of corrections shall cooperate to develop a standardized screening procedure for the assessment of mental illness in juveniles who are involved in the juvenile justice system.*”

WHEREAS, **Case Management purposes as used in CRS 19-1-103 means**: “*assessments, evaluations, treatment, education, proper disposition or placement of the child, interagency coordination, and other services that are incidental to the administration of the program and in the best interests of the child.*”

WHEREAS, **Need to Know as used in CRS 19-1-303 and as defined in CRS 19-1-103 means**: *agencies or individuals who need access to certain information for the care, treatment, supervision, or protection of a child.*

WHEREAS, regarding one to one communication between members of the **JCJAC**: There must be documentation established prior to the sharing of information that illustrates the **JCJAC** members have a mutual client for the sharing of detailed client information.

WHEREAS, regarding sharing the **Standardized Mental Health Screen (MAYSI-2)** with schools or school districts, a signed release giving consent by the youth and parent or legal guardian to the school or school district must be documented and on file with the **JCJAC** and the school or school district.

THE MEMBERSHIP OF THE JCJAC AGREES THAT:

**INFORMATION SHARING**: Each entity is individually responsible for abiding by the applicable laws and regulations pertaining to the data each has collected regarding their clients. **Nothing in this MOU shall relieve an entity from abiding with relevant laws or regulations that their agency is mandated to follow with regard to juvenile data collection/ mental health assessments.**
MEMORANDUM OF UNDERSTANDING

The information shall only be shared electronically with each member of the JCJAC through the Remington Building Information Exchange Web Portal; through the use of the State of Colorado standardized data sharing protocols and, through the MAYS-2 Data Exchange process using these protocols. Information will be shared on a ‘need to know’ basis and only for purposes set forth herein to facilitate the sharing of information. The MAYS-2 data exchange protocol was developed for the purpose of sharing this information and tracking all inquiries and transactions. Information shared will be limited to the fields identified by the MAYS-2.

Information sharing of the mental health screening instrument is for the purpose of improving coordinated services, outcome measurements, and efficacy of services, intervention trends or strategies and, will be limited to the specific data elements included in the mental health screening instrument – Massachusetts Youth Screening Instrument or MAYS-2 as identified in the attached appendix (See Appendix A).

All information shared will be treated as confidential and will not be re-disclosed by the members unless it is for the purposes of developing comprehensive services or by legal mandate.”
MEMORANDUM OF UNDERSTANDING

PARTICIPATION:

To participate in the JCJAC Information Sharing of the MAYS-I-2, please print off this page, have the requisite authority sign and date it, and mail to: [insert address]

Please print clearly the name of your agency or organization:

Please print clearly your name and title:

Please sign your name in ink and date:

Mailing Address:

Telephone Number:

Email Address:

This sheet will be retained in the JCJAC files of the MOU.
MEMORANDUM OF UNDERSTANDING

INFORMATION SHARING
BETWEEN PARTICIPATING MEMBERS OF THE
JEFFERSON COUNTY JUVENILE ASSESSMENT CENTER
Massachusetts Youth Screening Instrument (MAYS1-2)

PURPOSE
This Memorandum of Understanding (herein referred to as MOU) is for the sole purpose of defining the boundaries of information sharing of the Massachusetts Youth Screening Instrument (MAYS1-2) between the participating members (members) of the Jefferson County Juvenile Assessment Center (JCJAC).

OBJECTIVE
In order to serve children, youth and families appropriately, develop new strategies based on data trends, enhance the flow of legitimate information sharing while abiding by laws, rules and regulations that define children, youth and family confidentiality under the laws of the State of Colorado for the members and the federal regulations governed by the United States.

TERM and TERMINATION OF MOU
This MOU covers the period of [ ] to [ ], not to exceed one year and must be reviewed annually by the members. Members may withdraw their own membership at any time for any reason.

MEMBERSHIP
The following agencies are members of the established JCJAC:

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MEMORANDUM OF UNDERSTANDING

such screening, without the necessity of a signed released, with the agencies, other than schools and school districts, participating in the assessment center for children.

To receive the results of the standardized mental illness screening, a participating agency shall have a need to know for purposes of investigations and case management in the administration of its respective programs. Any participating agency receiving such information shall use it only for the performance of its legal duties and responsibilities and shall maintain the confidentiality of the information received, except as may be required pursuant to Rule 16 of the Colorado rules of criminal procedure.”

WHEREAS, Assessment Center is defined in the CRS 19-1-103 and CRS 19-1-304 as: a multi-disciplinary, community-based center that provides services to children and their families including, but not limited to, detention screening, case management, and therapeutic intervention relating to delinquency, abuse or neglect, family conflict, and truancy.

WHEREAS, Standardized mental health screen is defined in CRS 16-11.9-102(2) as: “In conjunction with the development of a standardized mental illness screening procedure for the adult criminal justice system as specified in subsection (1) of this section, the judicial department, the division of youth corrections within the department of human services, the unit responsible for child welfare services within the department of human services, the unit responsible for mental health services within the department of human services, the alcohol and drug abuse division within the department of human services, the division of criminal justice within the department of public safety, and the department of corrections shall cooperate to develop a standardized screening procedure for the assessment of mental illness in juveniles who are involved in the juvenile justice system.”

WHEREAS, Case Management purposes as used in CRS 19-1-103 means: “assessments, evaluations, treatment, education, proper disposition or placement of the child, interagency coordination, and other services that are incidental to the administration of the program and in the best interests of the child.”

WHEREAS, Need to Know as used in CRS 19-1-303 and as defined in CRS 19-1-103 means: agencies or individuals who need access to certain information for the care, treatment, supervision, or protection of a child.

WHEREAS, regarding one to one communication between members of the JCIAC: There must be documentation established prior to the sharing of information that illustrates the JCIAC members have a mutual client for the sharing of detailed client information.

WHEREAS, regarding sharing the Standardized Mental Health Screen (MAYSIT-2) with schools or school districts, a signed release giving consent by the youth and parent or legal guardian to the school or school district must be documented and on file with the JCIAC and the school or school district.

THE MEMBERSHIP OF THE JCIAC AGREES THAT:

INFORMATION SHARING: Each entity is individually responsible for abiding by the applicable laws and regulations pertaining to the data each has collected regarding their clients. Nothing in this MOU shall relieve an entity from abiding with relevant laws or regulations that their agency is mandated to follow with regard to juvenile data collection/mental health assessments.
MEMORANDUM OF UNDERSTANDING

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Information sharing of the mental health screening instrument is for the purpose of improving coordinated services, outcome measurements, and efficacy of services, intervention trends or strategies and, will be limited to the specific data elements included in the mental health screening instrument – Massachusetts Youth Screening Instrument or MAYS-I-2 as identified in the attached appendix (See Appendix A).

All information shared will be treated as confidential and will not be re-disclosed by the members unless it is for the purposes of developing comprehensive services or by legal mandate.”
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Please print clearly the name of your agency or organization:

Please print clearly your name and title:

Please sign your name in ink and date:

Mailing Address:

Telephone Number:

Email Address:

This sheet will be retained in the JCJAC files of the MOU.
Sample Multiagency Agreement

This Agreement made and entered into as of the date set forth below, by and between the

[List Agencies Here]

WITNESSETH:

WHEREAS, all parties are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervened with children already involved in the juvenile justice system; and

WHEREAS, the parties to this agreement desire a maximum degree of long range cooperation and administrative planning in order to provide for the safety and security of the community and its children; and

WHEREAS, all parties are committed to improving services to children in the juvenile justice system through sharing information, eliminating duplication of services and coordinating efforts; and

WHEREAS, all parties mutually agree that sharing resources, where feasible, and in particular, training efforts, may result in improved coordination; and

WHEREAS, it is the understanding by all parties that certain roles in serving children and youth are required by law, and that these laws serve as the foundation for defining the role and responsibility of each participating agency; and

WHEREAS, all parties mutually agree that all obligations stated or implied in this agreement shall be interpreted in light of, and consistent with governing state and federal laws;

NOW, THEREFORE, the parties do hereby covenant and agree to do the following:

EACH OF THE PARTIES AGREE TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of reducing juvenile crime.

2. Participate in interagency planning meetings, as appropriate.

3. Assign staff, as appropriate, to participate in a consolidated case management system, re-entry into school of children returning from detention or commitment program, and other information-sharing activities to assess and develop plans for at-risk youth and those involved in the juvenile justice system.

4. If applicable, participate in the planning and implementation of a juvenile assessment, receiving and truancy center to the extent feasible for each party.

5. Jointly plan, and/or provide information and access to, training opportunities, when feasible.

6. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.
7. Comply with relevant state and federal law and other applicable local rules which relate to records use, security, dissemination, and retention/destuction.

**THE JUVENILE COURT AGREES TO:**

1. Notify the Superintendent, or designee, of the name and address of any student found to have committed an delinquent act or who has had adjudication withheld. Notification shall be within 48 hours and shall include the specific delinquent act found to thane been committed or for which adjudication was withheld, or the specific felony for which the student was found guilty.

2. Identify sanctions for youth who are in contempt of court due to violation of a court order on school attendance.

3. Upon request by the school district, share dispositional information with the Superintendent or his designee regarding juveniles who are students within the educational system for purposes of assessment, placement or security of persons and property.

4. Consider the issuance of court orders necessary to promote the goals of this agreement, particularly information sharing between the agencies involved.

5. Develop, in corporation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.

6. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.

**THE DEPARTMENT OF PROBATION AGREES TO:**

1. Notify the Sheriff and Superintendent of Schools or designees, immediately upon learning of the move or other relocation of a juvenile offender into, out of, or within the jurisdiction, who has been adjudicated, or had adjudication withheld for a violent misdemeanor of felony.

2. Share dispositional, placement and case management information with other agencies as appropriate for purposes of assessment, placement and enhanced supervision of juveniles.

3. Develop, in cooperation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.

4. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.

**THE DEPARTMENT OF HEALTH [OR SOCIAL SERVICES OR SIMILAR AGENCY] AGREES TO:**

1. Provide notice to the Superintendent of Schools or a designee, immediately upon the initiation of planning efforts with private nonprofit entities or governmental entities, including agencies part of this Agreement, which could result in the creation, relocation or expansion of youth services programs and which may impact the school district.

2. Develop, in cooperation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.
3. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.

THE SCHOOL SUPERINTENDENT AGREES TO:

1. Notify, within 24 hours, the child’s principal of juveniles arrested for crimes of violence or violation of law upon receipt of such information from law enforcement or the court system or probation department. The principal, within 24 hours of such notice, shall provide such information to student service personnel, school resource officer, the student assistance coordinator and the student’s immediate teachers.

2. Designate the contact person to be responsible for receiving juvenile arrest information and inform all parties as to the Superintendent’s designee.

3. Request criminal history information only for the purposes of assessment, placement or security of persons and property.

4. Designate the contact person(s) to be responsible for receiving confidential criminal history information and inform all parties as to the names of those individuals.

5. Develop appropriate internal written policies to insure that confidential criminal history information is disseminated only to appropriate school personnel.

6. Share information on student achievement, behavioral and attendance history on juvenile offenders and juveniles at risk of becoming offenders with the parties to this agreement, for the purpose of assessment and treatment.

7. Develop, in corporation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.

8. Notify the appropriate law enforcement agency when an adult or a student commits any of the following offenses on school property, on school sponsored transportation, or at school sponsored activities: Homicide; Sexual Battery; Armed Robbery; Aggravated Battery on a teacher or other school personnel; Kidnapping or abduction; Arson; Possession, use or sale of any firearm; or Possession , use or sale of any explosive device; Possession , use or sale of any controlled substance; or any act that compromises school or community safety. Additionally, if the offense involves a victim, school officials shall notify the victim and the victim’s parents or legal guardians. School officials shall cooperate in any investigation or other proceedings leading to the victim’s exercise of right as provided by law.

EACH LAW ENFORCEMENT CHIEF [OR SHERIFF] AGREES TO:

1. Notify the Superintendent, or designee, of the name and address of any student arrested for crimes. Notification shall be within 24 hours and shall include the specific delinquent which led to the arrest.

2. Upon request by the school district, share summary criminal history information with the Superintendent or his designee regarding juveniles who are students within the educational system for purposes of assessment, placement or security of persons and property.

3. Develop appropriate internal written policies to insure that confidential education record information is disseminated only to appropriate personnel.

4. Develop, in corporation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.
5. Notify the Superintendent, or designee, of the name and address of any employee of the school district
who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or
possession of a controlled substance. Notification shall be within 24 hours and shall include the
specific act which led to the arrest.
THE STATE ATTORNEY [OR DISTRICT ATTORNEY] AGREES TO:

1. Notify the Superintendent or designee when a student is formally charged with a felony, or with a delinquent act which would be a felony if committed by an adult in a timely manner.

2. Provide copies to the Superintendent or designee of all Petitions, Informations, or No File decisions, as to students for violent misdemeanors and felonies or delinquent acts which would be a felony if committed by an adult in a timely manner.

ADMINISTRATIVE

TERM OF AGREEMENT:

This agreement shall be in effect as of the date the agreement is signed by the majority of the initiating parties and shall renew automatically unless otherwise modified. All parties signatory to this agreement when signing or when the majority of the initiating parties signs, whichever is later. Any party signatory to this agreement may terminate participation upon thirty days notice to all other signed parties to the agreement.

AGENCY REPRESENTATIVES:

The parties will develop procedures for ongoing meetings and will, at least annually review and if necessary, recommend any changes.

MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by consent of the majority of the initiating parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all the consenting parties.

OTHER INTERAGENCY AGREEMENTS:

All parties to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more parties to this agreement. Such agreements shall not nullify the force and effect of this agreement. This agreement does not remove any other obligations imposed by law to share information with other agencies.
SIGNATURES OF PARTIES TO THIS AGREEMENT:

Upon signing this agreement, the original agreement and signature shall be filed with the of the Court and placed in the public records of the jurisdiction. A certified copy of the agreement and the signatures shall be provided to each signatory to the agreement.
SCHOOL RESOURCE OFFICER INTERAGENCY AGREEMENT

This Agreement is made, this _______ day of ________________________, by and between the SCHOOL DISTRICT OF _________ (hereinafter “School District”), and the CITY OF ____________ POLICE DEPARTMENT (hereinafter “Police Department”) as follows:

W I T N E S S E T H:

WHEREAS, the Police Department agrees to provide the School District a School Resources Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the SRO Program.
   A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. Employment of School Resource Officers.
   A. The SROs shall be employees of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
   B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.
   C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
   D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a principal is dissatisfied with an SRO who has been assigned to that principal’s school, then that principal may request that the Chief of Police assign a different officer as the SRO for that school.
E. One SRO shall be assigned to each regular high school of the School District.

3. **Duty Hours.**

A. SRO duty hours shall be determined by the provisions of the labor agreement between the Police Department and the School District. Whenever possible, it is the intent of the parties that the SRO’s duty hours shall conform to the school day.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if one or more SROs are ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by the School District to the Police Department shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the principal of the school to which the SRO is assigned. The Police Department will assign another SRO qualified officer, if available, to substitute for the SRO who is absent beginning with the sixth consecutive day of absence.

4. **Term of Agreement.**

The initial term of this Agreement is three years commencing on the ___ day of ____, 2006, and ending on the ____ day of ____ , 2011, however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty days notice to the other. Following the initial five year term, this agreement shall be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This request will be made in writing.

5. **Duties of School Resource Officers.**

The SRO’s duties will include, but not be limited to, the following:

A. To be an extension of the principal’s office for assignments consistent with this Agreement.
B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.

C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.

D. To provide a classroom resource for law education using approved materials.

E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.

F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

G. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse.

H. To document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the principal of the assigned school.

I. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.

J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.

K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).

L. The SRO will coordinate his/her actions with the administrator for law enforcement cases.
M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the campus SRO.

N. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO is first and foremost a law enforcement officer. This fact must be constantly reinforced.

R. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law – Adult and juvenile;
Alcohol and the law – Adult and juvenile;
Sexual assault prevention;
Safety programs – Adult and juvenile;
Assistance in other crime prevention programs as assigned.

S. The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.

T. The SROs will wear their department authorized duty weapons in accordance with department policy.


A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.

B. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.
7. **Transporting Students**

A. SROs shall not transport students in Police Department vehicles except:

   1. When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and

   2. When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student’s parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

B. Students shall not be transported to any location unless it is determined that the student’s parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

C. SROs shall notify school personnel upon removing a student from campus.

8. **Access to Education Records.**

A. School officials shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law.

B. If some information in a student’s record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

C. If confidential student records information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: ________________________________

By: ________________________________
Sample Interagency Agreement
[State of Florida]

Santa Rosa Juvenile Justice Council Interagency Agreement

This agreement made and effective on the date signed by all parties, by and between the Department of Juvenile Justice, District One; the Santa Rosa County Clerk of the Court; the Santa Rosa County Circuit Court, Juvenile Division; the Santa Rosa County School Superintendent; the Santa Rosa County Sheriff; the Gulf Breeze Chief of Police; the Milton Chief of Police; The State Attorney of the First Judicial Circuit.

WITNESSETH;

WHEREAS, all parties are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervene with children already involved in the juvenile justice system; and

WHEREAS, all parties to this agreement desire a maximum degree of long range cooperation and administrative planning in order to provide for the safety and security of the community and its children; and

WHEREAS, all parties are committed to improving services to children in the juvenile justice system through sharing information, eliminating duplication of services and coordinating efforts; and

WHEREAS, all parties mutually agree that sharing resources, where feasible, and in particular, training efforts, may result in improved coordination; and

WHEREAS, is the understanding by all parties that certain roles in serving children and youth are required by law, and that these laws shall serve as the foundation for defining the role and responsibility of each participating agency; and

WHEREAS, all parties mutually agree that all obligations stated or implied in this agreement shall be interpreted in light of, and consistent with, governing state and federal laws:

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to the following:

EACH OF THE PARTIES AGREES TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal or reducing juvenile crime.

2. Participate in interagency planning meetings, as appropriate.
3. Assign staff, as appropriate, to participate in joint planning and other information-sharing activities to assess and develop plans for at-risk youth and those involved in the juvenile justice system.

4. Jointly plan, and/or provide information and access to, training opportunities, when feasible.

5. Develop internal policies and cooperative procedures, as needed, to implement this agreement to the maximum extent possible.

6. Comply with Sections 943.0525, 943.054, 119.041, F.S.; 45, CFR part 205.50 and 42, CFR, Chapter 1, and other applicable rules and procedures which relate to records use, security, dissemination, and retention/destruction. Maintain confidentiality of information that is not otherwise exempt from Section 119.07(1), F.S., as provided by law.

DEPARTMENT OF JUVENILE JUSTICE, DISTRICT ONE AGREES TO:

1. Notify the Sheriff, Police Chiefs and Superintendent of Schools, or designees, immediately upon learning of the move or other relocation of a juvenile offender into, out of, or within Santa Rosa County, who has been adjudicated or had adjudication withheld for a violent misdemeanor or violent felony. (Section 985.08 (2) (b), F.S.)

2. Share dispositional, placement and case management information with law enforcement and school district for purposes of assessment, placement and enhanced supervision of juveniles referred to the Department of Juvenile Justice. (Section 985.04(3), F.S.)

3. Provide notice to the Superintendent of Schools, or his designee, immediately upon the initiation of planning efforts with private nonprofit entities or governmental entities, including the Department of Juvenile Justice, which could result in the location, relocation or expansion of youth services programs and which may impact the school district.

4. Provide technical assistance and resource personnel as provided through contracts and other agreements.

5. Serve as an active participant on the Santa Rosa County Juvenile Justice Council. (Section 985.414, F.S.)

SANTA ROSA COUNTY CIRCUIT COURT, JUVENILE DIVISION AND/OR SANTA ROSA COUNTY CLERK OF THE COURT AGREES TO:

1. Within 48 hours of the finding, notify the Superintendent or designee, the name and address of any student found to have committed a delinquent act, or who has had adjudication of a delinquent act withheld which, if committed by an adult, would be a
felony, or the name and address of any student found guilty of a felony. Notification shall include the specific delinquent act found to have been committed or for which adjudication was withheld, or the specific felony for which the student was found guilty. (Section 230.335 (b), F.S.)

**SANTA ROSA COUNTY SCHOOL SUPERINTENDENT AGREES TO:**

1. Notify, within 48 hours, the child’s school principal, of juveniles arrested for crimes of violence or violation of law which would be a felony if committed by an adult, upon receipt of such information from the Sheriff’s Department and/or Police Departments. The principal or designee shall immediately provide such information to student services personnel, school resource officers, the student assistance coordinator if applicable, and the student’s immediate teachers. (Section 985.04 (7) (b), F.S.)

2. Designate the contact person to be responsible for receiving juvenile arrest information and inform all parties as to the Superintendent’s designee.

3. Request juvenile criminal history information from the Department of Juvenile Justice only for the purposes of assessment, placement or security of persons and property. (Section 985.04 (3), F.S.)

4. Identify those persons designated by the Superintendent as authorized to receive confidential criminal history information and inform law enforcement representatives of the names of those individuals. (Section 985.04(3), F.S.)

5. Ensure that information obtained through the criminal history database and disseminated only to appropriate school personnel, carries an appropriate warning, regarding the reliability, confidentiality and control of further dissemination. Appropriate internal written policies will be adopted.

6. Share information on student achievement, behavioral and attendance history on juvenile offenders or juveniles at risk of becoming offenders for the purpose of assessment and treatment with parties to this agreement, as appropriate. (Section 985.08(b)( F.S.)

7. School principal shall communicate all delinquent acts which occur whenever a student is under the jurisdiction of the school to the law enforcement agency with jurisdiction over the school. (Section 230.235, F.S.)

8. Notify the school resource officer or law enforcement agency having jurisdiction over the school when an adult commits an offense on school property or during a school function. (Section 230.235 F.S.)

9. Enter into agreements for contracted youth services educational programs with private nonprofit providers or state or local governmental agencies contracted through the Department of Juvenile Justice, District One to an extent determined feasible by the Superintendent of Schools. (Section 230.2316, F.S.)

10. Serve as an active participant on the Santa Rosa County Juvenile Justice Council. (Section 985.414, F.S.)
11. Authorize schools to provide, upon request, law enforcement officers with information as to whether individual students have dropped out or been suspended from that school. Superintendent or designee shall provide a regularly updated list of students who are home schooled or expelled to the Santa Rosa County Sheriff, the Milton Police Chief, the Gulf Breeze Police Chief, or their designees.

SANTA ROSA COUNTY SHERIFF AGREES TO:

1. Immediately provide notification to the Superintendent of Schools, or his designee, of juveniles within the Santa Rosa County educational jurisdiction arrested for crimes of violence or violations of law, which would be a felony if committed by an adult. (Sections 985.04(7)(a), 985.207(1)(b), F.S.)

2. Ensure that information disseminated carries an appropriate warning, regarding the reliability, confidentiality and control of further dissemination (F.D.L.E. CJIS/User Agreement).

3. Provide technical assistance, educational support services and resource officers as provided through contracts and other agreements.

4. Develop policies and procedures that will reflect that the Sheriff, or designee, shall cause the appropriate school based administrator to be notified in a timely manner of incidents or arrests involving students where there is a possibility of on-going violence, victimization, or school disruption at the school site.

5. Provide information to the School Superintendent or designee on those students who meet the statutory definition under Section 874.03(2), F.S., as a criminal street gang member.

6. Notify the Superintendent of Schools within 48 hours of the name and address of any employee of the school district who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Notification to the Superintendent shall include the specific charge for which the employee was arrested. (Section 230.335(1)(a), F.S.)

7. Serve as an active participant on the Santa Rosa County Juvenile Justice Council. (Section 985.414, F.S.)

MILTON AND GULF BREEZE POLICE CHIEFS AGREE TO:

1. Immediately provide notification to the Superintendent of Schools, or his designee, of juveniles within the Santa Rosa County educational jurisdiction arrested for crimes of violence or violations of law, which would be a felony if committed by an adult. (Sections 985.04(7)(a), 985.207(1)(b), F.S.)

2. Ensure that information assistance, educational support services and resource personnel as provided through contracts and other agreements.
3. Provide technical assistance, educational support services and resource personnel as provided through contracts and other agreements.

4. Develop policies and procedures that will reflect that the Police Chief, or designee, shall cause the appropriate school based administrator to be notified in a timely manner of incidents or arrests involving students where there is a possibility of on-going violence, victimization, or school disruption at the school site.

5. Provide information to the School Superintendent, or designee, on those students who meet the statutory definition under Section 874.03(2), F.S., as a criminal street gang member.

6. Notify the Superintendent of Schools within 48 hours of the name and address of any employee of the school district who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Notification to the Superintendent shall include the specific charge for which the employee was arrested. (Section 230.335(1)(a), F.S.)

7. Serve as an active participant on the Santa Rosa County Juvenile Justice Council. (Section 985.414, F.S.)

STATE ATTORNEY OF THE FIRST JUDICIAL CIRCUIT AGREES TO:

1. Provide copies to the school superintendent, or designee, of all Petitions and information for all felonies or delinquent acts, which would be a felony if committed by an adult filed on anyone who is a student, registered in the Santa Rosa County School District. (Section 985.04(7)(b), F.S.)

2. Serve as an active participant on the Santa Rosa County Juvenile Justice Council. (Section 985.414, F.S.)

TERMS OF AGREEMENT:

This agreement shall be in effect as of the date the agreement is signed by the parties. The agreement shall remain in effect until such time as one or more of the parties provides written notice to the Chair of the Santa Rosa Juvenile Justice Council stating a desire to amend the agreement.

ADMINISTRATIVE

AGENCY REPRESENTATIVES:

Law Enforcement: [Insert Name, title]
State Attorney’s Office: [Insert Name, title]
County Clerk’s Office: [Insert Name, title]
Santa Rosa District Schools: [Insert Name, title]
Dept. of Juvenile Justice: [Insert Name, title]

The above referenced person will develop procedures for ongoing meetings and will, at least annually, review the agreement and, if necessary, recommend any changes.
MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by the consent of all parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all parties.

OTHER INTERAGENCY AGREEMENTS:

All parties to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more parties to this agreement or other parties outside of this agreement. Such agreements shall not nullify the force and effect of this agreement.

SIGNATURES OF PARTIES TO THIS AGREEMENT:
INTERAGENCY
MEMORANDUM OF UNDERSTANDING
between
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
and
STATE OF COLORADO JUDICIAL DEPARTMENT

This Memorandum of Understanding (hereinafter “MOU”) is made by and between the STATE OF COLORADO, acting by an through the COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, whose address or principal place of business is 4300 Cherry Creek Drive South, Denver, CO 80246 (hereinafter “CDPHE”), and the STATE OF COLORADO JUDICIAL DEPARTMENT, a separate branch of state government, whose administrative office is located at 1301 Pennsylvania Street, Suite 300 Denver, CO 80203 (hereinafter “Judicial Department”). The Judicial Department and CDPHE may each be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, the Colorado Legislature has enacted legislation at Section 25-20.5-101 et seq, as amended, C.R.S. (hereinafter the “Act”) intended to coordinate the several prevention, intervention and treatment programs for children and youth operated through various divisions, departments and agencies within the executive branch; and

WHEREAS, the Colorado Legislature has created a Prevention Services Division (hereinafter the “Division”) within the CDPHE to operate prevention and intervention programs, to oversee the provision of prevention, intervention, and treatment services, and to ensure collaboration among such programs and the availability of services for children and youth; and

WHEREAS, the Division, as required by the Act at Section 25-20.5-105, has developed the “State Plan for Prevention, Intervention, and Treatment Services for Children and Youth” (hereinafter the “State Plan”), which applies to all prevention, intervention, and treatment programs that receive state or federal funds and are operated within the state, and has created the Colorado Prevention Leadership Council (hereinafter the “Council”) with representatives from each of the State executive branch agencies that fund prevention, intervention and/or treatment services for children and youth, to serve as the interagency collaborative group; and

WHEREAS, the State Plan calls for development of the capability for sharing of information about children and youth among all state agencies that conduct such programs for children and youth; and

WHEREAS, although the Act, at Section 25-20.5-109, specifically excludes from its provisions any program operated for juveniles by the “State Judicial System,” the Judicial Department desires to implement portions of the State Plan, and to work with the Council in a joint effort to create a technology for information-sharing by all agencies of state government that operate programs of prevention, intervention and/or treatment for children and youth.
NOW THEREFORE: in consideration of their mutual promises, stated below, the Parties agree as follows;

1. **Effective Date, Term and Termination.** The effective date of this MOU is the date on which it has been signed by both Parties. This MOU shall continue indefinitely, until terminated by either Party. Either Party may terminate this MOU upon written notice of termination, stating the effective date of such termination.

2. **Obligations of the Judicial Department.** The Judicial Department agrees to:
   a. Provide one or more representatives on the Council from Judicial Department divisions that provide prevention, intervention and/or treatment programs for children and youth.
   b. Work to implement portions of the State Plan identified by the Judicial Department as being appropriate for its involvement.
   c. Work with state executive branch agencies, through the Council and in collaboration with the Governor’s Office of Information Technology, to address the sharing of information from children and youth programs among all participating agencies from both the executive and judicial branches. This activity will include:
      (1) Assist in the identification of:
          (a) active data workgroups within or among state government agencies;
          (b) information currently being collected from various state data systems and for what purposes it is collected;
          (c) redundancies in data collected across the state governmental data systems;
          (d) other necessary information to be shared and under what conditions.
      (2) Provide Judicial Department representation on the Colorado Data Sharing and Utilization Group (“CDSUG”) of the Council that will explore technological solutions for information-sharing, and brief the State Court Administrator and executive branch leadership on these efforts, as well as on implementation strategies.
      (3) Provide Judicial Department representation on the Children and Youth Information Sharing (“CCYIS”) Group, a subcommittee of the CDSUG to develop cross-system protocols utilizing and adapting the federal Guidelines for Juvenile Information Sharing (Office of Juvenile Justice and Delinquency Prevention, 2006).
d. Assist in the implementation of the “Colorado LINKS for Mental Health” *Children and Youth Behavioral Health Action Plan*, an initiative of the Council to create partnerships between state government agencies and community groups working in the children’s mental health system.

e. Attend the annual, or more frequent, meetings required by the Act at Section 25-20.5-107(6).

3. Obligations of the CDPHE.

a. Invite the State Court Administrator, or designee, to the annual, or more frequent, meetings required by the Act at Section 25-20.5-107(6) to review the activities and progress of the Division and its interaction with the prevention, intervention, and treatment programs provided by state agencies;

b. Provide for the cooperation of state executive branch agencies in the work of the information sharing project; and

4. The Judicial Department’s participation under this MOU and its implementation of some provisions of the State Plan do not constitute a waiver of the exception from all other provisions of the Act granted at Section 25-20.5-109, as amended, C.R.S..

5. Each Party warrants that it possesses legal authority to enter into this MOU, and each person signing this MOU warrants that s/he possesses legal authority to execute the MOU on behalf of the Party that the person represents.

6. Subject to Public (Open) Records Act (Section 24-72-101, et seq., as amended C.R.S.) if either Party obtains access to any records, files, or information of the other Party in connection with, or during the performance of, this MOU, then the said Party shall keep all such records, files, or information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the other Party.

IN WITNESS WHEREOF, the Parties have executed this MOU effective on the dates written below.

STATE OF COLORADO
JUDICIAL DEPARTMENT

Bill Ritter, Jr., Governor
DEPARTMENT OF PUBLIC HEALTH
AND ENVIRONMENT

By: __________________________
Gerald A. Marroney
State Court Administrator

By: __________________________
Printed_______________________
Title:_________________________
DEPARTMENT OF AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

DEPARTMENT OR AGENCY NUMBER
FAA

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made this 1st day of February 2008 by and between: the State of Colorado, acting by and through the COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, whose address or principal place of business is 4300 Cherry Creek Drive South, Denver, Colorado 80246, hereinafter referred to as “CDPHE”; and, the State of Colorado, acting by and through the ___________________________________________________________, whose address or principal place of business is ____________, hereinafter referred to as “State Agency”.

FACTUAL RECITALS

The State of Colorado operates, or its agencies provide funding for, a wide variety of prevention, intervention, and treatment programs designed to assist children and youth in achieving an education, in making informed choices about their health and well-being, in avoiding the juvenile and criminal justice systems, and generally, in becoming healthy law-abiding members of society. These programs are operated by, or funded through, several departments within the executive branch and the department of education.

There is a critical need for local and state programs to overcome barriers related to categorical requirements of various funding sources in order to design and implement programs that provide a more comprehensive response to the needs of Colorado youth. Research demonstrates that program coordination among multiple systems for the purpose of improving prevention, intervention, and treatment services results in significantly more positive outcomes. In accordance with section 25-20.5-106 (2)(e) C.R.S., as amended, the state board of health has adopted rules which specify criteria for identifying prevention, intervention, and treatment programs for children and youth within the executive branch and the department of education.

Finally, a unified, coordinated response to community-based programs for the delivery of prevention, intervention, and treatment services has proven to be an effective and efficient response to local programs and their needs. As such, the Colorado Prevention Leadership Council, with representatives from each of the departments that fund prevention, intervention and treatment services for children and youth, serve as the interagency collaborative group to improve coordinated and integrated planning, implementation and evaluation of state-managed programs for children and youth with a particular focus on these goals:

- Coordinate and streamline state-level processes for distributing resources and administering programs.
- Enhance the capacity of local communities and prevention, intervention and treatment providers to deliver efficient and effective prevention, intervention and treatment services.
- Enhance prevention, intervention and treatment services through the application of standards for providers and service delivery, promoting evidence-based approaches to services and evaluating effectiveness of services.
- Assure that user-friendly data are available to local communities to assist local planning and decision making.
- Develop and maintain mechanisms to ensure collaborative planning and decision-making between local service providers, community groups, and state agencies.

- Promote prevention, intervention and treatment services for children and youth through the reporting of program outcomes and accomplishments of key decision-making groups.

- Review, revise, and work collaboratively on implementing the *State Plan for Prevention, Intervention and treatment Services for Children and Youth*.

Section 25-20.5-107 (1), C.R.S., as amended, requires the executive director of the CDPHE to enter into a Memorandum of Understanding with each state agency that operates a prevention, intervention, or treatment program which has been identified by the CDPHE pursuant to the applicable rules of the state board of health. Section 25-20.5-107 (2), C.R.S., as amended, requires each state agency that operates a prevention, intervention, or treatment program that has been identified by the CDPHE pursuant to the applicable rules of the state board of health to enter into a Memorandum of Understanding with the executive director of the CDPHE.

**NOW THEREFORE**, in consideration of their mutual promises to each, stated below, the parties agree that:

1. **EFFECTIVE DATE AND TERM.** The effective date of this Memorandum of Understanding is **February 1, 2008**. The term of this Memorandum of Understanding shall commence on effective date given above and terminate on the effective date of the repeal, if any, of the underlying statutory authority for this Memorandum of Understanding.

2. **DUTIES AND OBLIGATIONS OF THE STATE AGENCY.** The State Agency shall:

   A. Ensure representation from divisions that manage prevention, intervention and treatment programs for children and youth on the Colorado Prevention Leadership Council, an interagency collaborative group.

   B. Work to implement the “State Plan for Prevention Intervention, and Treatment Services for Children and Youth.”

   C. In accordance with section 25-20.5-107 (2)(a), C.R.S., as amended, comply with the rules adopted by the state board of health pursuant to section 25-20.5-106 C.R.S., as amended. The existing rules promulgated in accordance with section 25-20.5-106 (2)(e), C.R.S., as amended, are incorporated herein by this reference, made a part hereof, and attached hereto as “Attachment A”. Rules promulgated after July 1, 2001, pursuant to section 25-20.5-106(2), C.R.S., as amended, shall be drafted with the input of the state agencies required to comply with those rules.

   D. In accordance with section 25-20.5-104(3) and 25-20.5-107(2)(b), C.R.S., as amended, upon receipt of a grant application, forward a copy of that grant application to other appropriate prevention, intervention, and treatment programs operated by other state agencies for consideration; and, collaborate to provide combined program grants to appropriate community-based prevention, intervention, and treatment programs. CDPHE representatives, in collaboration with representatives of the state agencies responsible for forwarding such grant applications, shall develop and implement procedures and processes for forwarding grant applications.

   E. In accordance with section 25-20.5-107(2)(c), C.R.S., as amended, comply with the prevention, intervention, and treatment program reporting requirements specified in section 25-20.5-108, C.R.S., as amended, and forward a percentage of the program operating funds, as determined by state board of health rule, to the CDPHE to offset the costs of reviewing the program. The transfer of funds shall occur after the required spending authority has been obtained from the General Assembly.
F. In accordance with section 25-20.5-104(1)(g), C.R.S, as amended, periodically review federal funding guidelines for federal prevention, intervention and treatment programs and seek the maximum flexibility in the use of federal moneys in funding prevention, intervention and treatments programs.

G. In accordance with section 25-20.5-104(1)(h), C.R.S, seek those federal waivers that may be necessary to allow the State Agency to combine federal moneys available to it through various federal prevention, intervention and treatment programs with moneys appropriated to fund other state of Colorado prevention, intervention, and treatment programs to allow the greatest flexibility in awarding combined program funding to community-based prevention, intervention, and treatment programs.

H. Work with other state agencies through the Colorado Prevention Leadership Council and in collaboration with Governor’s Office of Information Technology on addressing the sharing of children and youth information across state agencies in order to better coordinate services and to access timely and reliable information needed for conducting assessments and determining appropriate services. This work includes:

   i. State Agency participation to identify the following:
      - active data workgroups within or across state departments;
      - information currently collected from the various state data systems and for what purpose;
      - redundancies in data collected across the state data systems;
      - necessary information to be shared and under what conditions.

   ii. State Agency representation on an Information Sharing Committee to brief executive branch leadership on efforts to address children and youth information sharing.

   iii. State Agency representation on a children and youth collaborative that includes key decision makers from at least the following groups: Child Welfare, Community Services, Education, Family Advocacy, Juvenile Justice, Law/Legal, Law Enforcement, Mental Health, Public Health, Primary Health Care, Substance Abuse Prevention and Treatment, State Judicial, Technology, and Youth Corrections. The purpose of the collaborative is to develop cross-system protocols and begin exploring technological solutions for information sharing utilizing and adapting the federal Guidelines for Juvenile Information Sharing (Office of Juvenile Justice and Delinquency Prevention, 2006).

I. Work with other state agencies on establishing health and social indicator data sharing agreements across state departments in order to implement long-range integrated and comprehensive planning, implementation and evaluation around common priorities at the state and local levels, to improve resource utilization, and to improve the assessment of the impact of services on health and social indicators.

J. Ensure the participation of program staff and fiscal staff in cross-departmental collaborative efforts for creating innovative budget, funding and financing strategies to address the following:

   i. Identify issues in common that can be more effectively addressed with coordinated funding.

   ii. Determine solutions for combining or coordinating funds across state departments and make provisions for funding one to two cross-departmental projects as a means of testing the solutions and identifying other potential barriers.

   iii. Review federal funding guidelines for federal prevention, intervention and treatment programs and to seek the maximum flexibility, as needed.
K. Implement the Colorado LINKS for Mental Health’s *Children and Youth Behavioral Health Action Plan*, which includes:

- integration of behavioral health efforts;
- partnering with families and youth; and
- creating innovative strategies for budget, funding and financing of children and youth behavioral health programs and services.

3. **DUTIES AND OBLIGATIONS OF THE CDPHE.** The CDPHE shall:

   A. Have the executive director of the CDPHE meet, at least annually, with the Governor, or designee thereof, and the executive director of each state agency with whom the CDPHE has a Memorandum of Understanding, to review the activities and progress of the Colorado Prevention Leadership Council in implementing the *State Plan for Prevention, Intervention, and Treatment Services for Children and Youth* and the priorities described in Section 2 above. The purpose of these meetings is to identify and streamline the prevention, intervention, and treatment programs operated by state agencies, as appropriate, to achieve greater efficiencies and effectiveness for the state, local communities, and for those persons receiving services. The following executive directors, or their designee, are required to attend these meetings:

   - Commissioner of the Colorado Department of Education;
   - Executive director of the Colorado Department of Human Services;
   - Executive director of the Colorado Department of Public Safety;
   - Executive director of the Colorado Department of Revenue; and
   - Executive director of the Colorado Department of Transportation;

   In addition, an invitation to attend this meeting will be given to the following:

   - Executive director of Colorado Department of Health Care Policy and Financing;
   - Attorney General (Colorado Department of Law), or designee; and
   - State Supreme Court Justice (State Judicial).

   B. Identify, in collaboration with the affected state agency that is a party to a Memorandum of Understanding, the programs within that state agency that constitute a prevention, intervention, and treatment program for children and youth based on the criteria specified in 6CCR 1017-2, Section 2.2.

   C. Review this Memorandum of Understanding and its attachment with the State Agency on an annual basis to determine if any amendments are necessary.

4. **GENERAL PROVISIONS.**

   A. The parties warrant that each possesses actual, legal authority to enter into this Memorandum of Understanding. The parties further warrant that each has taken all actions required by its applicable law, procedures, rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Memorandum of Understanding and bind that party to its terms. The person or persons signing this Memorandum of Understanding, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this Memorandum of Understanding, and any attachments hereto, on behalf of that party.
B. Subject to Public (Open) Records Act, section 24-72-101, et seq., C.R.S., as amended, if the State Agency obtains access to any records, files, or information of the CDPHE in connection with, or during the performance of, this Memorandum of Understanding, then the State Agency shall keep all such records, files, or information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records, files, or information to the same extent as such laws and regulations apply to the CDPHE. The State Agency shall notify the CDPHE of any third party request for CDPHE records held by the State Agency pursuant to this Memorandum of Understanding prior to responding to the request, and shall not release CDPHE records absent written authorization from CDPHE. Any breach of confidentiality by the State Agency or third party agents of the State Agency shall constitute good cause for the CDPHE to cancel this Memorandum of Understanding, without liability to the CDPHE. Any CDPHE waiver of an alleged breach of confidentiality by the State Agency, or third party agents of the State Agency, does not constitute a waiver of any subsequent breach by the State Agency, or third party agents of the State Agency.

C. Neither the State Agency nor the CDPHE shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Memorandum of Understanding; nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a supervening cause. As used in this Memorandum of Understanding, “supervening cause” is defined to mean: an act of God, fire, explosion, action of the elements, strike, interruption of transportation, rationing, court action, illegality, unusually severe weather, war, or any other cause which is beyond the control of the affected party and which, by the exercise of reasonable diligence, could not have been prevented by the affected party.

D. To the extent that this Memorandum of Understanding may be executed and performance of the obligations of the parties may be accomplished within the intent of this Memorandum of Understanding, the terms of this Memorandum of Understanding are severable. If any term or provision of this Memorandum of Understanding is declared invalid by a court of competent jurisdiction, or becomes inoperative for any other reason, then such invalidity or failure shall not affect the validity of any other term or provision of this Memorandum of Understanding.

E. The waiver or a breach of a term or provision of this Memorandum of Understanding shall not be construed as a waiver of a breach of any other term or provision of the Memorandum of Understanding or, as a waiver of a breach of the same term or provision upon subsequent breach.

F. Except as otherwise provided for herein, this Memorandum of Understanding shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

G. Unless otherwise provided for in this Memorandum of Understanding, a party shall notify the other party within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves any service provided under this Memorandum of Understanding, and which has been filed in any federal or state court or administrative agency. The served party shall immediately deliver copies of any such documents to the other party.

H. This Memorandum of Understanding is subject to such modifications as may be required by changes in applicable federal or state law, or federal or state implementing rules, regulations, or procedures of that federal or state law. Any such required modification shall be automatically incorporated into, and be made a part of, this Memorandum of Understanding as of the effective date of such change as if that change was fully set forth herein. Except as provided above, no modification to this Memorandum of Understanding shall be effective unless such modification is agreed to in writing by both parties in an amendment to this Memorandum of Understanding that has been previously executed and approved in accordance with applicable law.
I. Notwithstanding any other provision of this Memorandum of Understanding to the contrary, the parties understand and agree that all terms and conditions of this Memorandum of Understanding and the attachments hereto, which may require continued performance or compliance beyond the termination date of this Memorandum of Understanding shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Memorandum of Understanding.

J. Notwithstanding any other provision of this Memorandum of Understanding to the contrary, no term or condition of this Memorandum of Understanding shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act (CGIA), section 24-10-101, et seq., C.R.S., as amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of the alleged negligence of the state of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of section 24-10-101 et seq., C.R.S., as amended.

K. The captions and headings used in this Memorandum of Understanding are for identification only, and shall be disregarded in any construction of terms, provisions, and conditions of this Memorandum of Understanding.

L. The parties hereto agree that venue for any action related to this Memorandum of Understanding shall be in the city and county of Denver, Colorado.

M. All attachments to this Memorandum of Understanding are incorporated herein by this reference and made a part hereof as if fully set forth herein. In the event of any conflict or inconsistency between the terms of this Memorandum of Understanding and those of any attachments to this Memorandum of Understanding, the terms and conditions of this Memorandum of Understanding shall control.

N. This Memorandum of Understanding is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed or approved pursuant to the Fiscal Rules of the state of Colorado.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first above written.

STATE OF COLORADO
Bill Ritter, Jr., Governor
COLORADO DEPARTMENT OF HUMAN SERVICES
By: ____________________________________(For the) Executive Director

STATE OF COLORADO
Bill Ritter, Jr., Governor
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
By: ________________________________________ Executive Director
MEMORANDUM OF UNDERSTANDING

PURPOSE
This Memorandum of Understanding is for the sole purpose of defining the boundaries of information sharing between the members of the Multi-Systems Workgroup.

OBJECTIVE
In order to serve clients appropriately, develop new strategies based on data trends, enhance the flow of legitimate information sharing while abiding by laws, rules or regulations that define client confidentiality under the law for the group members.

TERM AND TERMINATION OF MOU
This MOU covers the period of __________ to __________ and must be reviewed annually by the members. Members may withdraw their own membership at any time for any reason.

Membership
The following agencies are members of the established Multi-Systems Workgroup:

Health and Human Services Agency;
Probation Department;
School District
Youth and Community Services;
County Sheriff;
City Police Department;
County Outpatient Counseling (SDCC);
County Justice

New members may be added at the discretion of the workgroup by majority vote.

WHEREAS, according to 34 CFR § 99.3 Education Records exclusions, “Generally, schools must have written permission from the parent or eligible student in order to release any information from a student’s education record. However FERPA allows schools to disclose those records, without consent, to the following parities or under the following conditions (34 CFR § 99.31)…Appropriate officials in cases of health and safety emergencies; and State and local authorities, within a juvenile justice system, pursuant to specific state law.”; and
WHEREAS under CCR Title 9, Chapter 11, Sections 1810.246.1, for California Early Periodic Screening Diagnosis and Treatment, “A Significant Support Person” is defined as a person who, in the opinion of the child/youth, or the person providing services, who has or could have a significant role in the successful outcome of treatment, including but not limited to the parents or legal guardian or relatives of the child/youth or a person living in the same household as the child/youth, a legal representative of a child/youth who is not a minor, a person living in the same household as the child/youth, and relatives of the child/youth.”

WHEREAS, Welfare and Institutions Code § 18986.46 allows members of a multidisciplinary services team within an integrated children’s services program to share information and/or records relevant to the formation of an integrated services plan and to the delivery of services to children and their families so long as the minor or his/her representative, including the court which has jurisdiction over those children who are wards or dependents of the court, consent to such a sharing of information and/or records; and

WHEREAS, Welfare and Institutions Code § 18986.46 provides that the sharing of information between members of a multidisciplinary services team within an integrated children’s services program shall be governed by memoranda of understanding between the agencies represented on the multidisciplinary team; and

WHEREAS, records maintained by the Health and Human Services Agency relating to any and all public assistance programs are confidential as are all client information collected and maintained by the Department of Social Services;

WHEREAS, Welfare and Institutions Code § 827 makes confidential all information pertaining to minors who are alleged to be victims of abuse or neglect; and

WHEREAS, Welfare and Institutions Code § 830 allows members of a multidisciplinary personnel team engaged in the prevention, identification, treatment of child abuse to disclose and exchange information and writings to and with one another relating to any incidents of child abuse that may also be a part of a juvenile court record or otherwise designated as confidential under state law if the member of the Team having that information or writing reasonably believes it is generally relevant to the prevention, identification, or treatment of child abuse; and

WHEREAS, Welfare and Institutions Code § 830 and Welfare and Institutions Code § 10850.1 also provide that all discussions relative to the disclosure or exchange of any such information or writings during team meetings are confidential and, notwithstanding any other provision of law. Testimony concerning any such discussion is not admissible in any criminal, civil, or juvenile court proceeding; and
WHEREAS, Welfare and Institutions Code § 10850.1 provides that the activities of a multidisciplinary personnel team engaged in the prevention, identification, and treatment of child abuse are activities performed in the administration of public social services, and a member of a team may disclose and exchange any information or writing that is also kept or maintained in connection with any program of public social services or otherwise designated as confidential under state law which he or she reasonably believes is relevant to the prevention, identification, or treatment of child abuse or the abuse of elder or dependent persons to other members of the team; and

WHEREAS, Welfare and Institutions Code § 18951 defines “Multidisciplinary personnel” to mean any team of three or more persons who are trained in the prevention, identification and treatment of child abuse and neglect cases who are qualified to provide a broad range of services related to child abuse and that the team may include, but not be limited to:

1. Psychiatrists, psychologists or other trained counseling personnel.
2. Police Officer or other law enforcement agents.
3. Medical personnel with sufficient training to provide health services.
4. Social workers with experience or training in child abuse prevention.
5. Any public or private school teacher, administrative officer, supervisor or child welfare and attendance, or certified pupil personnel employee; and

WHEREAS, Welfare and Institutions Code § 18964 (a) provides a person who is trained and qualified to serve on a multidisciplinary personnel team pursuant to subdivision (d) of Section 18951, whether or not the person is serving on a team, may be deemed, by the team, to be a part of the team as necessary for the purpose of prevention, identification, management, or treatment of an abused child and his or her parents; that the designated team may deem a person to be a member of the team for a particular case, and that the team shall specify its reasons, in writing, or deeming that person to be a member of the team: and that the person, when deemed a member of the team, may receive and disclose information relevant to a particular case as though he or she were a member of the team; and

WHEREAS, regarding one to one communication between members of the workgroup it must be established prior to the sharing of information that the members have a mutual client for sharing of detailed client information;

WHEREAS according to the Office for Civil Rights regarding schools:

“At the elementary or secondary school level, students’ immunization and other health records that are maintained by a school district or individual school, including a school-operated health clinic, that receives funds under any program administered by the U.S. Department of Education are “education records” subject to FERPA, including health and
medical records maintained by a school nurse who is employed by or under contract with a school or school district. Some schools may receive a grant from a foundation or government agency to hire a nurse. Notwithstanding the source of the funding, if the nurse is hired as a school official (or contractor), the records maintained by the nurse or clinic are “education records” subject to FERPA.” and “An(other) exception permits the disclosure of education records, without consent, to appropriate parties in connection with an emergency, if knowledge of the information is necessary to protect the health or safety of the student or other individuals. See 34 CFR §§ 99.31(a)(10) and 99.36.” http://www.hhs.gov/ocr/hipaa/HIPAAFERPAjointguide.pdf.

The membership of the Multi-Systems Workgroup agree that:

INFORMATION SHARING
Each entity is individually responsible for abiding by the applicable laws and regulations pertaining to the data each has collected regarding their clients. Nothing in this MOU shall relieve an entity from abiding by relevant laws or regulation.

Group discussions for the purpose of improving coordinated services, outcome measurements, efficacy of services, intervention trends or strategies will be limited to the specific data elements as identified by each group in the attached appendix. Supervisors for each entity will provide the deidentified information so that the presenter in the workgroup will not know the identity of the individual who is subject of the discussion. Information will be limited to the fields identified by each entity in the attached charts.

In the event common interest arises in serving an unidentified client, additional information may be shared by supervisors but only additional information that is relevant to the requesting entity’s services. The additional information may only be shared between the group members that will be providing services and in closed session between the interested parties.

All information shared will be treated as confidential and not redisclosed by the recipient unless it is for the purpose of developing comprehensive services or by legal mandate.
PARTICIPATION
To participate in the Multi-System Workgroup roster, please print off this page, have the requisite authority sign and date it, and mail it to:

Group Contact/Recording Secretary
Some address
Some city

Please print clearly the name of your agency or organization:
_______________________________________________________________________

Please print clearly your name:
_______________________________________________________________________

Please sign your name in ink: Date:

_______________________________________________________________________

Telephone Number: E-mail:

_______________________________________________________________________

Mailing Address:

_______________________________________________________________________

This sheet will be retained in the secretary files of the MOU.
MEMORANDUM OF UNDERSTANDING

-BETWEEN-

Office of State Courts Administrator
Department of Social Services-Division of Family Services (Children’s Services)
Department of Social Services-Division of Youth Services
Department of Mental Health
Department of Health and Senior Services

For administration of the Missouri Juvenile Justice Information Sharing Program

August 1, 2002

I
Parties

This document constitutes an agreement between the Office of State Courts Administrator (OSCA), the Department of Social Services – Division of Family Services (DFS), the Department of Social Services – Division of Youth Services (DYS), the Department of Mental Health (DMH), and the Department of Health and Senior Services (DHSS).

II
Strategic Vision

Background
In 1995, the Juvenile Crime Bill was signed into law by then-Governor Mel Carnahan. This legislation created the Missouri Revised Statute 210.865, which mandated the sharing of juvenile-related information between specific State agencies.

Purpose
The purpose of this memorandum is to frame the agreement between the named agencies. The terms and conventions used within this document are framed in the context of the Cooperative Agreement on Information Sharing Standards and Procedures attached hereto.

Intent
Through the Missouri Juvenile Justice Information Sharing (MOJJIS) program, agencies that work with juveniles will be able to ensure that:

- The level of provided services are appropriately coordinated and sequential
- Marginally- or un-successful interventions and/or services are not unintentionally repeated
- Youth receive appropriate services in the most efficient and effective manner possible
- The safety of youth receiving services from the participating agencies is maintained
- Community safety is maintained
- Conflicting demands that may be placed upon families receiving services can be avoided
III
Authorities

The named agencies are committed to sharing of information pertaining to juveniles in accordance with the mandate in RSMo 210.865, for the purpose of coordinating service to juveniles by the State. These agencies also agree to share information in the manner prescribed by the MOJJIS Standards and Procedures document.

Other Statutes and Regulations pertaining to the sharing of juvenile-related information include but are not limited to:

**HIPAA** [42 USC 1320d-1329d-8, 45 CFR part 160,] – Provides patients with new rights to understand and control how their health information is used.

**FOIA** [5 USC §552(a)(2); 45 CFR Part 5b,] – Applies to all U.S. Department of Health and Human Services records.

**FERPA** [20 USC § 1232g; 34 CFR Part 99,] – Applies to educational agencies and institutions that receive funds under any program administered by the U.S. Secretary of Education.

**The Privacy Act of 1974** [5 USC § 522(a); 1 CFR § 425.1 et seq.,] – Applies to all records about individuals which are collected by all federal agencies.

**The Youthful Offenders Law** [18 USC § 5038,] – Applies to all records of juvenile delinquency proceedings in federal district courts.


**The Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970** – Regards confidentiality of patient records in alcohol abuse programs receiving federal assistance.

**The Drug Abuse Treatment Act of 1972** [42 USC § 290ee-3; 42 CFR § 2.1 et seq.,] – Regards confidentiality of patient records in drug abuse programs receiving federal assistance.

**The Child Abuse Prevention and Treatment and Adoption Reform Act of 1977** [42 USC § 5106a(b)(4); 45 CFR § 1350.14(j),] – Protects the confidentiality of children’s records listed in child protective services files of agencies that want to remain eligible for federal funds.

IV
Principles

The parties will abide by the following principles:

**General Responsibilities:**
The named agencies shall share information pertaining to juveniles for the purpose of coordinating services to said juveniles, in the spirit of RSMo 210.865, and in accordance with the Cooperative Agreement on Information Sharing Standards and Procedures.
Equitable Apportionment of Costs of Shared Systems:
Any costs associated with MOJJIS shall be paid by grant funding while those grants are available. When grant funding is no longer available, the representatives from the participating agencies shall agree to discuss and submit a Form 5 request for ongoing funding on behalf of MOJJIS. Finally, if no other funding can be acquired, each agency agrees to share the costs equitably. The proper persons from each agency shall discuss the apportionment of expenses at that time.

Confidentiality
Each party agrees to maintain the confidentiality of any and all records or other information as required by applicable federal and state laws and regulations.

V
Period of Agreement and Modification/Termination

According to RSMo 210.865, participating agencies shall coordinate their information systems to share information related to the service and improvement of juvenile justice. This agreement for participation in the automated portion of MOJJIS may be cancelled at any time upon agreement by all parties or by any party after giving thirty (30) days prior notice in writing to the other parties (and the MOJJIS Work Group,) provided, however, that reimbursement for any agreed upon fees owed the MOJJIS Work Group shall be made for the period when the contract is in effect. Additionally, the requesting agency will still need to provide requested information to the other participating agencies in some format as required by RSMo 210.865.

Any party to this agreement may initiate a change review by submitting a request in writing to the Chairman of the MOJJIS Work Group. The concern of the change review request shall be addressed by the MOJJIS Work Group within 30 days of submission of the request and forwarded to the Juvenile Information Governance Commission (JIGC) for final approval.

Any change to this agreement must be accomplished by a formal amendment to the agreement signed and approved by all parties and all parties agree that no other methods and/or documents, including correspondence, acts, and oral communications by or from any person, shall be construed as an amendment to this agreement.

VI
Exemptions

The Department of Elementary and Secondary Education (DESE,) while a party to the RSMo 210.865, having no information relevant to the object of the legislation nor need for the same from other named agencies, is exempt from the terms of this MOU. Should DESE become an active participant in the MOJJIS process, this MOU shall be revised to include them as an agreeing party.
Agreed to By

The following agencies concur with the Memorandum of Understanding and are bound by the Cooperative Agreement on Information Sharing Standards and Procedures.

Agreed to By: Office of State Courts Administrator

Representative __________________________________________________________________________ Date _______________

Title ____________________________________________________________________________________

Agreed to By: Department of Social Services

Representative __________________________________________________________________________ Date _______________

Title ____________________________________________________________________________________

Agreed to By: Department of Social Services-Division of Family Services

Representative __________________________________________________________________________ Date _______________

Title ____________________________________________________________________________________

Agreed to By: Department of Social Services-Division of Youth Services

Representative __________________________________________________________________________ Date _______________

Title ____________________________________________________________________________________

Agreed to By: Department of Mental Health

Representative __________________________________________________________________________ Date _______________

Title ____________________________________________________________________________________

Agreed to By: Department of Health and Senior Services

Representative __________________________________________________________________________ Date _______________

Title ____________________________________________________________________________________

Last Revised 8/6/02
Sample Interagency Agreement
[State of Texas]

This Agreement made and entered into as of the date set forth below, by and between the

[List Agencies Here]

WITNESSETH:

WHEREAS, all parties are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervene with children already involved in the juvenile justice system; and

WHEREAS, the parties to this agreement desire a maximum degree of cooperation and administrative planning in order to provide for the safety and security of the community and its children; and

WHEREAS, all parties are committed to improving services to children in the juvenile justice system through sharing information, eliminating duplication of services and coordinating efforts; and

WHEREAS, all parties mutually agree that sharing resources, where feasible, and in particular, training efforts, may result in improved coordination; and

WHEREAS, it is the understanding by all parties that certain roles in serving children and youth are required by law, and that these laws serve as the foundation for defining the role and responsibility of each participating agency; and

WHEREAS, all parties mutually agree that all obligations stated or implied in this agreement shall be interpreted in light of, and consistent with governing state and federal laws;

NOW, THEREFORE in consideration of the following agreements, the parties do hereby covenant and agree to do the following:

EACH OF THE PARTIES AGREE TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of improving the lives of at-risk youth and reducing juvenile crime.

2. Coordinate the efforts of each agency to identify and intervene in the lives of at-risk youth and for the families of those youths through local agreements or through formal implementation of the Early Youth Intervention Services Program (Tex. Fam. Code § 264.302 (1999));

3. Assign staff, as appropriate, to participate in a consolidated case management system and other information-sharing activities to assess and develop plans for re-entry into the community of children returning from involvement in the juvenile justice system.


5. Jointly plan, and/or provide information and access to, training opportunities, when feasible.
6. Develop internal policies and cooperative procedures, to the extent feasible for each party, to implement the following programs:

   • Children's Advocacy Center (Tex. Fam. Code § 264.401 (1999));
   • Early Youth Intervention Services Program (Tex. Fam. Code § 264.302 (1999));
   • Multiproblem Children and Youth Program (Tex. Fam. Code § 264.003 (1999));
   • School-Community Guidance Center Program (Tex. Educ. Code § 37.051 (1999));

7. Within three months of implementation of this agreement, all participating agencies to this agreement shall outline their specific role in the program(s), including the duties they will perform, the duties other agencies will perform for and with them, and the categories of information to be collected and the plan for its distribution and use. All participating agencies will meet no less than once each month to plan, implement, and refine the operation of this agreement and to exchange information about individuals subject to the activities of the agencies.

8. Comply with relevant state and federal law and other applicable local rules which relate to records use, security, dissemination, and retention/destruction.

THE JUVENILE COURT AGREES TO:

1. Provide access to court records to the agencies in the juvenile justice network as well as public and private agencies that provide supervisions and/or custody of the child. (Tex. Fam. Code § 58.007 (1999).

2. The judge of the juvenile court shall authorize the inspection of juvenile court records, probation and protective services records, district attorney records, school records, and law enforcement records by the participating law enforcement agency charged with the compilation of the data relating to juvenile offenders into the format used by all participating agencies.

3. Notify the Superintendent, or designee, of the name and address of any student found to have committed a delinquent act or who has had adjudication withheld. Notification shall be within 48 hours and shall include the specific delinquent act found to have been committed or for which adjudication was withheld, or the specific felony for which the student was found guilty.

4. Identify sanctions for youth who are in contempt of court due to violation of a court order on school attendance.

5. Upon request by the school district, share dispositional information with the Superintendent or his designee regarding juveniles who are students within the educational system for purposes of assessment, placement or security of persons and property.

6. Develop, in cooperation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.
THE DEPARTMENT OF PROBATION AGREES TO:

1. Provide access to probation department records to the agencies in the juvenile justice network as well as public and private agencies that provide supervisions and/or custody of the child. (Tex. Fam. Code § 58.007 (1999)).

2. Notify the Sheriff and Superintendent of Schools or designees, immediately upon learning of the move or other relocation of a juvenile offender into, out of, or within the jurisdiction, who has been adjudicated, or had adjudication withheld for a violent misdemeanor or felony.

3. Share dispositional, placement and case management information with other agencies as appropriate for purposes of assessment, placement and enhanced supervision of juveniles.

4. Develop, in cooperation with school and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.

THE DEPARTMENT OF HEALTH [OR SOCIAL SERVICES OR SIMILAR HEALTH AND HUMAN SERVICES AGENCY] AGREES TO:

1. To develop, in cooperation with the court, schools and law enforcement, and local juvenile justice agencies a coordinated strategic plan for delinquent children in the Juvenile Justice system. (Tex. Hum. Res. Code § 141.0471 (1999)).

2. To promote greater cooperation between of "Health and Human Services agencies", including the Interagency Council on Early Childhood Intervention Services; the Texas Department on Aging; the Texas Commission on Alcohol and Drug Abuse; the Texas Commission for the Blind; the Texas Commission for the Deaf and Hard of Hearing; the Texas Department of Health; the Texas Juvenile Probation Commission; the Texas Department of Mental Health and Mental Retardation; the Texas Rehabilitation Commission; the Department of Protective and Regulatory Services and the Children’s Trust Fund of Texas Council. (Tex. Gov’t Code § 531.001 (1999)).

3. To implement a joint memorandum of understanding between child protection agencies (Department of Protective and Regulatory Services), the Texas Youth Commission and the Texas Probation Commission to coordinate interagency services for abused and neglected children. (Tex. Hum. Res. Code § 141.0476 (1999)).


THE SCHOOL SUPERINTENDENT AGREES TO:

1. To create a school-community guidance center, in cooperation with the local police departments and probation officers and other state youth agencies, an interagency relationship to work more effectively with students and parents to provide services to children experiencing difficulty in school and in the community.
2. To make referrals to the court or notify the County Juvenile Board after expelling a child so that the court can consider whether and how it should also proceed in response to the child’s conduct. Tex. Ed.Code § 37.010 (1999) and Tex. Fam. Code § 52.041 (1999).

3. To collaborate “with government agencies and community organizations” as to the students who are placed in local alternative education programs. Tex. Ed. Code § 37.008 (1999).

4. To enter into a written interagency agreement with the Texas Juvenile Probation Commission and the County Juvenile Board to implement a juvenile justice alternative education program. Tex. Ed. Code § 37.011 (1999).


7. To share information, including attendance information, with the probation department when the court places the child in school as part of a supervised probation order. (Tex. Fam. Code § 54.043 (1999).

8. Notify, within 24 hours, the child’s principal of juveniles arrested for crimes of violence or violation of law upon receipt of such information from law enforcement or the court system or probation department. The principal, within 24 hours of such notice, shall provide such information to student service personnel, school resource officer, the student assistance coordinator and the student’s immediate teachers.

9. Share information on student achievement, behavioral and attendance history on juvenile offenders and juveniles at risk of becoming offenders with the parties to this agreement, for the purpose of assessment and treatment.

10. Develop, in corporation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.

**EACH LAW ENFORCEMENT CHIEF [OR SHERIFF] AGREES TO:**

1. Notify the Superintendent, or designee, of the name and address of any student arrested for crimes. Notification shall be within 24 hours and shall include the facts which led to the arrest.

2. Upon request by the school district, share summary criminal history information with the Superintendent or his designee regarding juveniles who are students within the educational system for purposes of assessment, placement or security of persons and property.

3. Develop, in corporation with School and law enforcement, and local service providers, a written plan to determine the procedures to take when a child is identified as being truant from school.

4. Notify the Superintendent, or designee, of the name and address of any employee of the school district who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Notification shall be within 24 hours and shall include the specific act which led to the arrest.
THE STATE ATTORNEY [OR DISTRICT ATTORNEY] AGREES TO:

1. Notify the Superintendent or designee when a student is formally charged with a felony, or with a delinquent act which would be a felony if committed by an adult in a timely manner.

2. Provide copies to the Superintendent or designee of all Petitions, Informations, or No File decisions, as to students for violent misdemeanors and felonies or delinquent acts which would be a felony if committed by an adult in a timely manner.

ADMINISTRATIVE

TERM OF AGREEMENT:

This agreement shall be in effect as of the date the agreement is signed by the majority of the initiating parties and shall renew automatically unless otherwise modified. All parties signatory to this agreement when signing or when the majority of the initiating parties signs, whichever is later. Any party signatory to this agreement may terminate participation upon thirty days notice to all other signed parties to the agreement.

AGENCY REPRESENTATIVES:

The parties will develop procedures for ongoing meetings and will, at least annually review and if necessary, recommend any changes.

MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by consent of the majority of the initiating parties. such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all the consenting parties.

OTHER INTERAGENCY AGREEMENTS:

All parties to this agreement acknowledge that this agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more parties to this agreement. Such agreements shall not nullify the force and effect of this agreement. This agreement does not remove any other obligations imposed by law to share information with other agencies.
MEMORANDUM OF UNDERSTANDING ON DATA SHARING
BY AND AMONG

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and among the Governor's Office for Children (GOC), the Department of Health and Mental Hygiene (DHMH), the Department of Human Resources (DHR), the Department of Juvenile Services (DJS), and the Maryland State Department of Education (MSDE) (collectively, “the Agencies”).

II. OBJECTIVES

To allow for proprietary data to be transmitted from the Agencies through software owned by the Maryland Department of Public Safety and Correctional Services (DPSCS) for use on a Dashboard to be accessed by child serving Agency personnel and other persons as authorized by law or regulation to access the data as set forth in Appendix A.

III. DEFINITIONS

Dashboard means a web-based application that allows authorized users to view relevant data in a format that is easy to read and interpret and necessary for the Agencies to effectively administer their programs.

Data, as used in this MOU, means identifying information about children who are clients of one or more of the Agencies.

IV. PURPOSE AND SCOPE

a. Purpose

The purpose of the Dashboard is to improve the administration of programs serving children by facilitating the sharing of data about children being served by the Agencies.

The purpose of this MOU is to establish the protocol for the creation and use of the Dashboard consistent with State and federal law.

b. Scope

This MOU establishes the Agencies’ responsibilities related to the retrieval of data from the Agencies to the Dashboard, and access to, and use and redisclosure of the data by the Agencies. This MOU applies only to the Agencies’ exchange of specific data to other specified Agencies to the extent set forth in Appendix A. The Agency in whose
c. **Controlling Regulations and Laws**

Each Agency understands that the provision of, access to, and use of data pursuant to this MOU is subject to the laws and regulations of the United States and the State of Maryland, particularly with regard to disclosure and redisclosure of confidential client information.

d. **No Rights Created**

This MOU does not, and shall not be construed to create any rights, substantive or procedural, enforceable at law by any person or agency in any matter, civil or criminal.

e. **Liability**

Each Agency is responsible for its own conduct under this MOU, and retains all defenses, including immunities, available under applicable federal, and Maryland State laws. No Agency agrees to insure, defend, or indemnify any other Agency.

No Agency to this MOU certifies the accuracy of the data provided to the Dashboard.

Each Agency disclosing, using, or redisclosing data pursuant to this MOU is responsible for complying with the applicable State and federal confidentiality requirements regarding that Agency’s activity.

V. **RESPONSIBILITIES**

a. Each Agency is responsible for the maintenance of its own data system.

b. Each Agency will determine which of its staff will have access to the Dashboard.

c. Consistent with Appendix A, each Agency whose data is accessible on the Dashboard has sole authority to determine what data are available to each of the other specified Agencies.

d. The Agencies will work with DPSCS to make data available and to implement the Dashboard pursuant to an implementation agreement between DPSCS and the Agencies.

e. The Agencies shall update the Appendices to this MOU as necessary and, upon service to all Agencies of this MOU, the updated appendices will be applicable prospectively ten (10) days after such service unless or until the Agencies agree otherwise.

f. Each Agency will be responsible for training its own staff regarding use of the Dashboard and use of the data available through the Dashboard.

g. In consideration for the release of said data, the Agencies agree to the following terms and limitations on the use of the data:
1. Information shall be used only for the purposes specified by each participating Agency with regard to its data, as set forth and subject to the conditions in Appendix A.

2. Upon reasonable written notice, the Parties may suspend furnishing the data described in this MOU, whenever a reasonable determination has been made that any terms of this MOU or related rule, procedure, or policy are violated or reasonably appear to be violated.

VI. POINTS OF CONTACT - Points of contact for operating under this MOU are set forth in Appendix B.

VII. EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This MOU is effective upon signing by the last participant(s) and shall remain in effect unless modified or terminated. This MOU may be modified at any time by written consent of all Agencies, and may be terminated by any Agency upon sixty (60) days advance written notice by the terminating Agency to the remaining Agency(ies). Additionally, the terminating Agency and the remaining Agency(ies) agree to provide in writing the reasons for termination and agree to meet during the interim period for the purpose of the renegotiations or modification of the MOU.

VIII. ADMINISTRATION

a. By signing this MOU on behalf of the Agencies, the signer represents that s/he has the necessary authority to bind the participating Agency for which s/he signs.

b. This MOU is not a substitute for any statutory, regulatory or policy obligation an Agency may have. Any such obligations an Agency may have are still binding on that Agency.

IX. SPECIAL TERMS AND CONDITIONS

a. This MOU will be reviewed annually and may be revised and/or amended in writing by mutual consent by all Agencies.

b. The terms and conditions of this MOU, with Appendices, constitute the full and complete agreement between the Agencies. No other verbal or written agreement shall, in any way, vary or alter any provision of this MOU unless all Agencies consent to vary or alter the provision in a signed writing.
X. RATIFICATION

Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized to execute this MOU and to legally bind each Agency as set forth in this MOU.

____________________  ________________
Rosemary King Johnston  Date
Executive Director
Governor's Office for Children

____________________  ________________
John M. Colmers  Date
Secretary
Department of Health and Mental Hygiene

____________________  ________________
Brenda Donald  Date
Secretary
Department of Human Resources

____________________  ________________
Donald W. Devore  Date
Secretary
Department of Juvenile Services

____________________  ________________
Nancy S. Grasmick  Date
State Superintendent
Maryland State Department of Education
Memorandum of Understanding

By and Between the Ohio Department of Education and ________

This agreement is entered into by the Ohio Department of Education ("ODE") and ________ ("Researcher") for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA"). The information will be used by researchers at ________ to conduct evaluative studies designed to improve instruction for children in the state of Ohio. Topics of these studies will include: ________. In order to complete these studies and in order to have a positive impact on the instruction of children, the Researcher requires the use of student data from the ODE.

The Family Educational Rights and Privacy Acts Statute (FERPA) describes circumstances under which State Educational Agencies (SEAs) are authorized to release data from an education record. This information can be disclosed to organizations conducting studies on behalf of SEAs, provided that Federal, State or local law authorizes the evaluation in question. Ohio Revised Code § 3301.12 grants to the ODE State Superintendent of Public Instruction the authority to conduct studies of education programs, but the provision prohibits access to a student’s name, address or social security number.

The introductory paragraph of the MOU identifies the entities engaging in the data sharing agreement. Note that, as a general policy, ODE does not engage in data sharing agreements with individuals, only with institutions. The introduction includes a brief list of research topics, to be supplemented by a more detailed Scope of Work in Appendix A.

The second paragraph of Ohio’s MOU cites FERPA regulations and state law allowing the State Superintendent of Public Instruction to conduct studies on Ohio’s education programs.
Ohio Department of Education’s Data Sharing Agreements
Understanding ODE’s MOU Template

I. PARTIES. The ODE is an SEA that is authorized to receive information from local educational agencies (“LEAs”) subject to FERPA, as authorized by 34 CFR Section 99.31. Researcher desires to conduct studies on behalf of ODE for the purpose of improving instruction in Ohio public schools in accordance with the Scope of Work Agreement attached hereto as Appendix A. The parties wish to share data collected by the ODE regarding education in Ohio, none of which will allow the identification of individual students.

Section I cites the section of federal regulation that allows ODE to disclose student level data without parents’ prior consent if Researcher is performing a service that ODE would otherwise perform. In addition, Section I announces the parties as using this regulation for research purposes.

II. COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, Research agrees to:

1. In all respects comply with the provisions of FERPA. For purposes of this agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

ODE’s legal department has determined that the following eight agreements are necessary for SEA compliance with FERPA. The MOU requires research institutions to uphold all federal regulations, including, but not limited to FERPA. This statement supersedes anything else in the MOU that might be misinterpreted as allowing the research institution to violate federal regulation.
2. Use the data shared under this agreement for no purpose other than research authorized under Section 99.31(a)(3)(iv) of Title 34 of the Code of Federal Regulations. Researcher further agrees not to share data received under this MOU with any other entity without the ODE’s approval. Researcher agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this agreement and any relevant records of Researcher for the purposes of completing authorized audits of the parties. Researcher shall be liable for any audit exception that results solely from its acts or omissions in the performance of this agreement. ODE shall be liable for any audit exception that results solely from its acts or omissions in the performance of this agreement. In the event that the audit exception results from the act or omissions of both parties, the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault.

Per Section II.2, Researcher cannot give data shared with them by ODE to another party without prior approval by ODE. This section also indicates that the research institution is subject to auditing by the State Auditor. Both the Researcher and ODE will be solely or proportionally legally and financially liable for audit exceptions based on their respective actions.

3. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. Researcher agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing Researcher’s work authorized under this Agreement.

Holds research institution responsible for ensuring that all individuals granted access to the data by the researcher have agreed to protect the data’s confidentiality. The language also indicates that this section does not grant the researcher authority to share the data without ODE’s prior approval (see II.2).
4. In accordance with all statewide data security policies and procedures (ITS-SEC-02), maintain all data obtained pursuant to this agreement in a secure computer environment and will not copy, reproduce, or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modification or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from Researcher to any other institution or entity.

Research institutions are required to maintain data in a secure environment. Researcher can only make copies of shared data if it is necessary to complete the research plan authorized in the MOU. The Researcher cannot transfer this MOU to any other institution.

5. Not to disclose any data obtained under this agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by this agreement, nor attempt to infer or deduce the identity of any individual student based on data provided by ODE.

The researcher cannot publish any results that would allow for the identification of individuals students, nor can the researcher attempt to or claim to identify individual students. Note that even aggregate data can be considered identifiable in cases of small cell sizes.

6. Not to provide any data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity.

Restricts entities with which Researcher can share data.

7. Provide to the ODE a list of specific research studies, updated annually, for which the data are being used, and to notify the ODE in advance of any new project or research question researcher proposes to address. This list of research studies will identify linkages of all data possessed by researcher under this agreement and covered by FERPA to specific research studies. Further, it will include the fixed ending date for use of all data linked to each project.

Researcher is required to report back annually to ODE on the research studies being conducted based on ODE data.
8. Destroy all data obtained under this agreement, within the time frame established in Appendix A, Section II, when it is no longer needed for the purpose for which it was obtain. Nothing in this agreement authorizes either party to maintain data beyond the time period reasonably needed to complete the purpose of this request. All data no longer needed shall be destroyed or returned to the ODE in compliance with 34 CFR Section 99.35(b)(2). Researcher agrees to require all employees, contractors, or agents of any kind to comply with this provision.

III. DATA REQUESTS.

1. The ODE may decline to comply with a request if it determines that providing the data in the manner requested would violate FERPA and/or would not be in the best interest of current or former students in Ohio public schools. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted by post, electronic mail, or facsimile.

2. Researcher agrees that ODE makes no warranty concerning the accuracy of the student data provided.

IV. AUTHORIZED REPRESENTATIVE. Researcher shall designate in writing a single authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requests and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement. The ODE or its agents may upon request review the records required to be kept under this section.
V. RELATED PARTIES. Researcher represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way by Researcher. This Agreement takes effect only upon acceptance by an authorized representative of ________, by which that institution agrees to abide by its terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with Researcher.

VI. TERM. This agreement takes effect upon signature by the authorized representative of each party and will remain in effect until __________. The parties further understand that the ODE may cancel this agreement at any time for reasonable cause, upon thirty-day written notice. Notice of such cancellation shall be sent or otherwise delivered to the persons signing this agreement. The ODE specifically reserves the right to immediately cancel this agreement should the ODE, in its sole discretion, determine that student information has been released in a manner inconsistent with this agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by the ODE. In the event of immediate cancellation, a notice specifying the reasons for cancellation shall be sent as soon as possible after the cancellation to the persons signing the agreement.

VII. BREACH AND DEFAULT. Upon breach of any of the provisions, obligations, or duties embedded in this agreement, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

The individual who enters into this agreement on behalf of the research institution must be someone with sufficient authority to make agreements on behalf of the research institution and its employees, contractors, and other parties who have access to the data.

The MOU includes an effective end date. ODE reserves the right to cancel the MOU at any time if the terms of the MOU have been violated or if the data becomes readily available to the public. ODE must notify the researcher of the cancellation.

There may be legal, financial or other consequences to breaching the data sharing agreement. Both ODE and the researcher are subject to consequences.
Ohio Department of Education’s Data Sharing Agreements
Understanding ODE’s MOU Template

VIII. AMENDMENT. This agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the parties to this agreement. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing written amendment.

IX. ASSIGNMENT OF RIGHTS. Neither this agreement, nor any rights, duties, or obligations described herein shall be assigned by Researcher without the prior express written consent of ODE.

X. ENTIRETY OF AGREEMENT. All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties.

Changes to the specific details of the agreement between ODE and the Researcher must be noted in a signed amendment. The MOU will automatically be updated with changes in relevant regulations.

The researcher cannot assign or delegate parts of this MOU to third parties without written permission from ODE.

Agreements between the two parties are not valid unless they are part of this MOU and agreed upon in writing.

Entered into by the following representatives of the Ohio Department of Education and ________________________________

______________________________  ____________________________
Stan W. Heffner                                                            Date
State Superintendent of Public Instruction

______________________________  ____________________________
Matthew Cohen                                                            Date
Chief Research Officer

______________________________  ____________________________
[Signature]                                                                    Date
[Printed Name and Title]
[Name of Organization]
Ohio Department of Education
Memorandum of Understanding
Appendix A: Scope of Work Agreement

I. Scope of Work
Provide a brief description of the research study for which the researcher is requesting data per this data sharing agreement. Include a description of the research questions being addressed, as well as a description of any reports expected to be generated as a result of this research study. Note that Ohio’s MOU (Section II.7) requires the researcher to provide ODE with annual updates on the list of research studies for which the data shared per this agreement is being used.

II. Estimated Project Timeline
Provide a brief description of the estimated timeline for the research study supported by this MOU. Note that Ohio’s Memorandum of Understanding (Section VI) requires the researcher to identify an effective end date for the MOU. Include in this description the estimated time frame needed to destroy or return the data in accordance with the MOU (Section 11.8). Any extensions to the effective end date or the time frame for destruction or return of the data will require a signed addendum to the original MOU.

III. Authorized Representative
Ohio’s Memorandum of Understanding (Section IV) requires the researcher to designate in writing a single authorized representative responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement.

Authorized Representative:
(Name)
(Title)
(Address)
(Phone Number)
(Email Address)

IV. Description of Data Being Requested
Provide a detailed description of the data elements requested per this data sharing agreement. Include in your description information about the years of data being requested, the educational entities for which you would like data (i.e., all schools, specific schools, specific types of schools, etc...), and the specific data elements being requested for this research study.