

Restorative Justice Louisville, Inc. Memorandum of Understanding

This agreement among agencies participating with Restorative Justice Louisville, Inc. includes the Jefferson County Attorney's Office; Kentucky Administrative Office of the Courts, Family and Juvenile Services, Court Designated Worker Program (CDW); the Jefferson County Board of Education doing business as the Jefferson County Public Schools; and Seven Counties Services, Inc. These agencies will also be collectively referred to as the "Parties,"

WHEREAS, Parties to this agreement are all committed to working cooperatively to coordinate care for children and their family identified by the Jefferson County Attorney's office and referred to Restorative Justice Louisville, Inc.;

WHEREAS an essential component of such a cooperative and coordinated effort requires that all parties to this Agreement engaged with the identified child and his or her family share information with other such parties about the daily activities and personal history of that child in a timely and effective manner;

WHEREAS such information generally includes information that is private, privileged or otherwise confidential under federal and/or state law;

WHEREAS in many instances the right and ability of the parties to share such confidential information requires the voluntary consent of the child's parent, guardian, custodian or legal representative:

Now, therefore, Parties agree as follows:

I. Definitions

- A.** Consent to Share Confidential Information ("Consent Form") is the form agreed upon by the Parties to allow the sharing of information that is private, privileged or otherwise confidential under federal and/or state law. A copy of the Consent Form as currently agreed upon by the Parties is attached as Exhibit 1 to this Agreement. This Consent Form may be modified and amended from time to time by agreement of all the parties hereto. The Parties agree to abide by the terms of that Consent Form as modified from time to time as herein provided.
- B.** Confidential Information is any information about a participating child which is protected by any federal or state law as private, privileged or confidential and that may not be shared, disclosed or otherwise revealed to another party without written, voluntary consent or assent of the child and the consent of the child's parent, guardian, custodian or legal representative.
- C.** Service Team (Team) is an ad hoc team of representatives from two (2) or more of the parties to this agreement in addition to other services providers or family support persons relevant to a particular child's treatment. A Consent Form, voluntarily signed by the parent, guardian, custodian or legal representative authorizes the services team and its constituent members to manage, supervise, and care for the youth. The Consent Form referred to herein, authorizes the

parties to this Agreement to share and exchange confidential information about the youth being managed and supervised.

II. Agreement to Share Information

Parties agree to share with each other information including, but not limited to, confidential information, about any participating child in accordance with the terms of the Consent Form. The purpose of this information sharing is to facilitate treatment of children who are in need of services from more than one of the participating parties.

In addition, Parties agree to share aggregate data relating to the total population of the referred children and families. These data will be shared without identifying information about any individual child or family member. Program specific aggregate data is available only to the individual party's program and can only be shared with the written consent of the Party.

III. Responsibilities of the Lead Service Provider Agency ("LSPA")

Each Team for a participating at-risk child shall designate a Lead Service Provider Agency for that Team. The LSPA shall be the primary supervisor and decision-maker for the particular at-risk child or that Team. In many, but not necessarily all, instances, the LSPA shall be the party who initiated the process for appointing a Service Team for a particular child or the service provider charged by law with supervision of that child. However, a particular Team may designate any other appropriate service provider as the LSPA for a particular child.

The LSPA shall notify all Parties whenever a revocation of the Consent Form terminating the right to share information about a child or an addendum to the Consent Form occurs adding or removing a particular care giver's right to share information.

IV. Additional Team Members

Additional members that are not Parties to this Agreement may be added to any Team for the care of a particular child. If an additional member that is not a Party to this Agreement wishes to be included in the Service Team, that member must agree in writing to abide by the terms of this Agreement and all procedures and protocols established by the relevant Team.

In addition, for an additional member that is not a Party to this Agreement to be included in the Team for a particular child, the child's parent, guardian, custodian, or legal representative must sign an Addendum to the Consent Form specifically allowing confidential information disclosed to the additional member to and shared by the team under the terms of the Consent Form.

V. Privacy

A. HIPAA

To enable each party to provide services, Parties anticipate that it will be necessary for each party working with a particular child to have access to

protected health information ("PHI"), as the term is defined in 45 C.F.R. 164.501, as amended. Each party is permitted to use and disclose such PHI only to the extent necessary to carry out its services and obligations under the Agreement. To the extent required by the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the privacy regulations promulgated there under or any amendment thereof, each of the parties, to the extent that it is a "Business Associate" (as defined under 45 C.F.R. 160.103. as amended), assures that it will appropriately safeguard PHI used by or disclosed to it. This Agreement does not authorize any party to use or further disclose PHI in a manner that would violate the HIPAA privacy regulations if done by another person, except that each party may disclose PHI received by it in its capacity as a business associate for the purposes of its legal mandate. Without limiting the obligations of Parties under this Agreement or imposed by law, the Parties agree to comply with HIPAA as it applies with this Agreement. Specifically, each party shall:

1. Not use or further disclose any PHI disclosed to the Parties by any other party other than permitted or required by this Agreement or as required by law;
2. Not use or further disclose any PHI in a manner that would violate HIPAA's privacy requirements, if done by any of the Parties;
3. Establish and maintain appropriate safeguards to prevent the use or disclosure of PHI, other than as provided for in this Agreement;
4. Immediately report to the LPSA any use or disclosure of PHI not provided for by this Agreement of which Parties become aware;
5. Not disclose any PHI to Parties' agents, including a subcontractor except on a need-to-know basis, and ensure that any such agent to whom the Parties provided PHI received from, or created or received by the Parties on behalf of Restorative Justice Louisville, Inc. agree to the same restrictions and conditions that apply to the Parties with respect to such information;
6. If feasible, return or destroy all PHI received from any party. If return or destruction is not feasible, the party shall extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible;
7. Upon the request of any party, each party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with standards and requirements of HIPAA, the HIPAA privacy regulations, and other applicable laws;
8. Each party agrees that the Administrative Office of the Courts has the right to immediately terminate this Agreement if it determines that any party has violated a material term of this Agreement; and
9. This Section shall be interpreted as broadly as necessary to implement and comply with HIPAA and applicable state laws. The Parties agree that any ambiguity shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

B. HITECH Act

Each party agrees to be in compliance with the Health Information Technology for Economic and Clinical Health Act (HITECH Act or "The Act") as part of the American Recovery and Reinvestment Act of 2009 (ARRA) if the party maintains PHI as an usual course of business.

C. CFR Title 42, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records

Each party agrees to be in compliance with CFR Title 42, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, which requires that information related to the alcohol and drug assessment or treatment shall not be released without consent of the person seeking or involved in treatment.

VII. Effective Date of this Agreement

This Agreement shall be effective as of the last date of execution by all of the named Parties. It shall be effective with respect to additional Parties as of the date of execution by those Parties, individually. This agreement can be amended with the agreement and signatures of all Parties to the agreement.

This Agreement will automatically cease to apply to any particular participating child upon the revocation of the Consent Form by the child's parent, guardian, custodian, or legal representative.

Any Party may terminate this Agreement with respect to the participation of that Party only, at any time with thirty (30) days written notice to all other Parties.

VIII. Responsibilities of Participating Agencies

Each agency shall provide the services as outlined in the following pages:

A. Jefferson County Attorney's Office

- Identify cases involving children age ten (10) and under referred to the Jefferson County juvenile justice system due to behaviors in or related to school.
- Refer identified cases for diversion through the Administrative Office of the Courts, Family and Juvenile Services, Court Designated Worker Program.


Mike O'Connell
Jefferson County Attorney

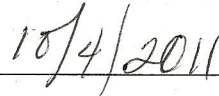
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Date

B. Restorative Justice Louisville, Inc.

- Serve as the coordinating agency.
- Meet with referred child and his or her family to ascertain agreement to participate in assessment with appropriate party.
- Monitor child and his or her family's compliance with agreement.
- Provide information to CDW program regarding compliance with agreement.
- Agree to share information with the parties as appropriate and provided for in the release of information.
- Collect information for participating child and family as required for program evaluation.



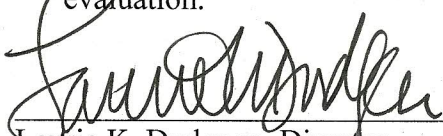
Libby Mills, Coordinator
Restorative Justice Louisville, Inc.



Date

C. Administrative Office of the Courts, Family and Juvenile Services, Court Designated Worker Program

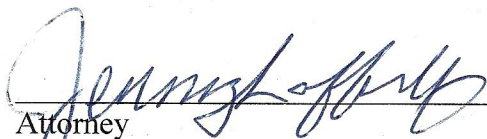
- Receive identified cases identified by Jefferson County Attorney's Office.
- Conduct meetings with child and family as required by statute and policy.
- Provide referral to Restorative Justice Louisville, Inc.
- Agree to share information with the parties as appropriate and provided for in the release of information.
- Collect information for participating child and family as required for program evaluation.



Laurie K. Dudgeon, Director
Administrative Office of the Courts

10/25/11

Date



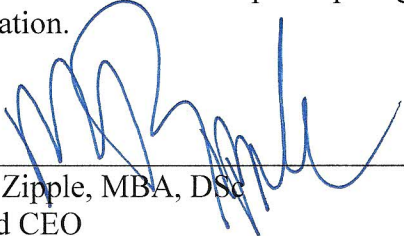
Attorney
Administrative Office of the Courts

10/21/11

Date

B. Seven Counties Services, Inc.

- Provide age appropriate assessment of child and family.
- Identify and develop service plan based on assessment.
- Provide case management services for participating child and family as appropriate.
- Provide identified services for child and family which may include, but not limited to, outpatient services and/or in home family services as appropriate.
- Agree to share information with the parties appropriate and provided for in the release of information.
- Collect information for participating child and family as required for program evaluation.



Anthony M. Zipple, MBA, DSc
President and CEO
Seven Counties Services, Inc

Date

E. Jefferson County Public Schools

- Agree to share information with the parties consistent with state and federal regulations and as provided for in the release of information.
- Collect information for participating child and family as required for program evaluation.

Jack Jacobs, Executive Director
Student Assignment, Health and Safety
Jefferson County Public Schools

Date

Dr. Donna Hargens, Superintendent
Jefferson County Public Schools

Date