

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is made and entered into by and between:

**The Department of Juvenile Justice,
hereinafter referred to as "DJJ"**

and

**Our Kids of Miami-Dade/Monroe, Inc.,
hereinafter referred to as "OUR KIDS".**

WHEREAS, OUR KIDS is the contracted lead agency of the Department of Children and Families, State of Florida, to provide all post protective investigation services to youth in, Miami-Dade and Monroe Counties, Florida; and

WHEREAS, OUR KIDS must fulfill its contractual agreement with the Department of Children and Families; and

WHEREAS, OUR KIDS and DJJ recognize that children who are in the children's protective service system have been abused, abandoned or neglected by their parent(s), legal custodian or caregiver as defined in Chapter 39, Florida Statutes; and

WHEREAS, OUR KIDS and DJJ recognize that children who are in the children's delinquency service system have been adjudicated delinquent for criminal acts against person and/or property as defined in Chapter 985, Florida Statutes; and

WHEREAS, OUR KIDS and DJJ agree that due to the circumstances and disruption in the lives of children in the protective service system and the delinquency service system, they are "at-risk" and may require services, but not limited to, those defined in Chapters 39 and 985, Florida Statutes; and

WHEREAS, OUR KIDS and DJJ agree to collaborate in a process that will result in improved services to this "at-risk "group of youth in accordance with Chapters 39 and 985, Florida Statutes; and

WHEREAS, the purpose of this Memorandum of Understanding is to ensure that in the implementation of applicable provisions of Florida law, OUR KIDS is the responsible agent for the Department of Children and Families and exercises general authority over all post protective investigation services in Miami-Dade and Monroe Counties, Florida.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other considerations, the parties of this Memorandum of Understanding agree as follows:

Term. This Agreement will be in effect from September 1, 2004 or the date of full execution, whichever is later and continue thereafter unless otherwise modified.

2. **Dissemination of Memorandum of Understanding.** Each party agrees to disseminate this Memorandum of Understanding to appropriate personnel and provide assistance in the implementation of the requirements of the agreement.
3. **Agency Communication.** In order to support continued communication, OUR KIDS and DJJ representatives agree to meet, at a minimum, on a quarterly basis to:
 - a) review rules, regulations, policies and practices as they impact on the “at-risk” youth and their families.
 - b) make recommendations to the President of OUR KIDS and the designated DJJ representative regarding procedures, processes, guidelines and policies; and to
 - c) provide for an ongoing communication linkage.
4. **Points of Contact.** Both parties to this agreement shall designate individuals and telephone numbers as points of contact to share information and to initially address areas of conflict.
5. **Compliance.** OUR KIDS and its service providers shall comply with all OUR KIDS Operating Procedures, Florida Administrative Code and Florida Statutes while executing the conditions of the DCF contract to provide children’s protective services to adjudicated delinquent youth concurrently served by DJJ.
6. **Agency Collaboration.** Both parties to this Memorandum agree to:
 - a) share youth information to include, but not limited to, abuse and arrest report information, clinical assessments, medical information, court reports and judicial orders. Said shared information shall be subject to all state and federal confidentiality laws specifically including chapters 39 and 985 Florida Statutes, and Public Law 104-191, the Health Insurance Portability and Accountability Act of 1996 (HIPPA).
 - b) assist assigned counselors to conduct visitations at in home and residential placements.
 - c) inform assigned counselors of:
 - 1) scheduled staffings
 - 2) scheduled court hearings
 - 3) residential placement changes
 - 4) violations of court ordered sanctions
 - 5) case progress information
 - d) attempt to secure all appropriate and available treatment service funding.

Our Kids – DJJ
Memorandum of Understanding
September 2004

7. **Amendments.** No modification or amendment in the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.

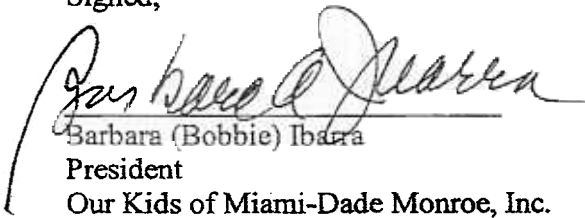
8. **Termination.** This Memorandum of Understanding may be terminated by either party during the term hereof upon thirty (30) days notice to the other party. This agreement will automatically terminate if OUR KIDS contract with the Department of Children and Families terminates or expires.

9. **Indemnification Clause.** Both parties shall assist in the investigation of injury or damages either for or against either party pertaining to their respective areas of responsibility or activities under this Memorandum of Understanding and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

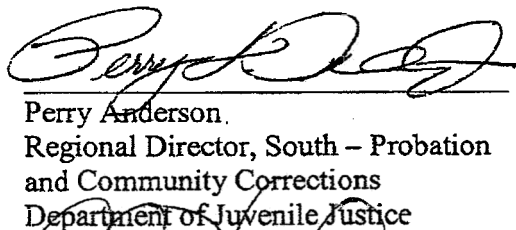
10. **Confidentiality.** Each party shall ensure that the rights of privacy with respect to records and reports, and that applicable laws and regulations for these rights be strictly adhered to.

11. **Authority.** Each person signing this Memorandum of Understanding on behalf of either party individually warrants that he or she has full legal power to execute this Memorandum of Understanding and to bind and obligate said party with respect to all provisions contained herein.

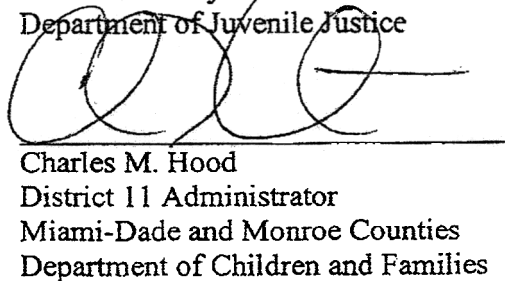
Signed,


Barbara (Bobbie) Ibarra
President
Our Kids of Miami-Dade Monroe, Inc.

Date: 8/6/04


Perry Anderson
Regional Director, South – Probation
and Community Corrections
Department of Juvenile Justice

Date: 8/10/04


Charles M. Hood
District 11 Administrator
Miami-Dade and Monroe Counties
Department of Children and Families

Date: 6 Aug 04