



MEMORANDUM OF UNDERSTANDING

BETWEEN

_____ AND
THE STATE OF NEW JERSEY JUDICIARY, VICINAGE 1

Y.E.S. Program Multi-Disciplinary Team (MDT)

Purpose and Background

This Memorandum of Understanding (MOU) establishes a framework for increasing and enhancing interagency communication between the State of New Jersey Judiciary, Vicinage 1 (the “Vicinage”) and _____ (the “Agency”), collectively known as the “Parties,” to maximize the likelihood of positive outcomes for court-involved youth who are identified as at-risk for sexual exploitation.

WHEREAS, the privacy and confidentiality of information regarding youth in the juvenile justice and child welfare systems (hereinafter the “Systems”) is an important legal and ethical principle; and

WHEREAS, youth who are charged with committing delinquent acts, are charged with status offenses, and are guaranteed certain constitutional rights; and

WHEREAS, the general Rule of Law as to disclosure of youth-servicing agency records is that they are closed to both public dissemination and interagency sharing, unless statutory exceptions apply; and

WHEREAS, appropriate sharing of information can improve decision-making, care and outcomes for youth and families; and

WHEREAS, the parties agree that the information to be disclosed by both participating systems and the Parties is based on a legal authority and/or an informed consent to release information by the youth and/the youth’s parent or legal guardian; and

WHEREAS, the parties agree that they will not, without good cause, refuse, to disclose the information necessary to achieve the purposes of this MOU; and

WHEREAS, all records/reports are considered confidential and shall not be released unless otherwise allowed by this MOU, and/or applicable State or Federal law;

NOW, THEREFORE, the parties agree that this Memorandum of Understanding reflects their agreement as to the current permitted and prohibited sharing and uses of information. The parties further agree that this MOU does not supersede State or Federal privacy laws or relinquish rights to privacy to which

youth and their families are entitled. Whenever possible, the Agency is encouraged to obtain proper permission for releasing protected information through properly executed consent to release forms. The Agency will endeavor to provide assurances to youth, families and other advocates that the shared information will be protected, and used in relevant and appropriate ways to benefit the youth. If consent forms cannot be executed, the Agency must determine if the request for information falls into one of the exceptions recognized in applicable State or Federal laws. Further, the Parties agree that information sharing is limited to case-specific information on a need-to-know basis for professionals who provide services to the youth and their families.

1. Term

This MOU shall be effective as of date on which the final party signs this MOU, and shall continue in effect for a period of one (1) year, unless earlier terminated in accordance with the provisions of this MOU.

2. Services to be Provided by Vicinage

1. Identify a Program Coordinator to be the primary contact person for the Y.E.S. MDT. The coordinator will provide management assistance to the Judge and help to ensure that the objectives of the MDT collaboration are accomplished;
2. Schedule regular MDT meetings at which time participants will conduct case reviews and make recommendations to the Court.
3. Document the recommended services, the youth's level of compliance, and outcomes, by court order or court generated report.

3. Services to be Provided by Agency

1. The Agency will designate a representative(s) to serve as the official contact for the YES program. The Agency representative must have the authority to attend MDT meetings and court sessions, to report on services provided to the affected youth.
2. The Agency shall provide the following services:

3. The Agency will participate in trainings offered by the Vicinage.
4. The Agency shall aggregate data and prepare progress reports for each youth it services, documenting the care plan, the recommended level of service, and the youth's compliance with services.

4. Confidentiality

Protection of children's confidentiality is critical to both Vicinage and the Agency. As such, all signatories will abide by applicable HIPAA regulations, as appropriate, and their own agency and professional confidentiality requirements; including all applicable New Jersey Court Rules and policy directives.

Confidentiality of Vicinage staff, Agency, and clients will be maintained in all verbal and written dissemination of the findings. The Vicinage or Agency may be acknowledged as a partner in written and oral communications only upon their prior written consent.

All Parties are to maintain data securely and protect the confidentiality and identity of Project participants. Data includes, but is not limited to, the completed screening tool, youth demographics, and case reporting form. Data will not be downloaded on any personal devices and not be shared without the written permission of Vicinage. Vicinage data shall not be shared without the prior written approval of the Vicinage. This includes, but is not limited to, written and verbal information about the project in the form of conference presentations, journal articles, white papers, and policy briefs.

5. Modification and Termination

This MOU is subject to revision and amendment as circumstances and conditions change. This MOU may only be modified or revised, in a written MOU Addendum, signed by the Parties. If the requirements of the MOU are not met and if deficiencies are not corrected, this MOU will be subject to immediate termination by the Vicinage without further notice. Either party may terminate this MOU, at any time, for any reason. Written notice of any termination of this MOU must be provided to the other party at least thirty (30) days prior to the effective date of said termination.

6. Authority to enter into MOU

All individuals executing this MOU hereby warrants that authorization has been given to them by their respective departments/agencies.

7. Governing Law

This MOU shall be governed by the laws and rules of evidence of the State of New Jersey.

8. No Third-Party Beneficiaries

The Parties do not intend to create, in any other individual or entity, the status of third-party beneficiary to the MOU, and this MOU shall not be construed to create such status.

Chief Executive Officer

Signature

Date

State of New Jersey Judiciary, Vicinage 1

Howard Berchtold, Jr.

Trial Court Administrator

Signature

Date