

COOPERATIVE AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF JUVENILE JUSTICE, DEPARTMENT OF HUMAN SERVICES, DEPARTMENT OF EDUCATION, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES, DEPARTMENT OF PUBLIC HEALTH, AND DEPARTMENT OF COMMUNITY HEALTH

PARTIES TO THE AGREEMENT

This cooperative agreement is made and entered into by the Georgia Department of Juvenile Justice (hereinafter referred to as “DJJ”), the Department of Human Services (hereinafter referred to as “DHS”), the Department of Education (hereinafter referred to as “DOE”), the Department of Behavioral Health and Developmental Disabilities (hereinafter referred to as “DBHDD”), the Department of Public Health (hereinafter referred to as “DPH”), and the Department of Community Health (hereinafter referred to as “DCH”). Hereinafter, these entities will collectively be referred to as “the Parties.” Hereinafter, this cooperative agreement will be referred to as “the agreement” or “this agreement.”

PURPOSES OF THE AGREEMENT

The purposes of this agreement are:

- 1) to promote increased cooperation, coordination, and integration at the administrative and service delivery levels between the Parties for the benefit of Children in Need of Services (hereinafter referred to as CHINS) and their families.
- 2) to enhance the quality and appropriateness of services for children and youth in Georgia through improved coordination of resources between the Parties;
- 3) to assist the juvenile courts of Georgia by establishing a system to identify the community resources available to children alleged or adjudicated to be CHINS;
- 4) to advance the purposes laid out by the Georgia General Assembly in O.C.G.A. § 15-11-380; and
- 5) to establish a Statewide CHINS Interagency Advisory Council.

BACKGROUND OF NEED FOR COOPERATIVE AGREEMENT

The Parties to this agreement accept the following justifications of need for creation of this interagency cooperative agreement:

1. Research confirms that children who commit status offenses are at risk of further involvement in both the juvenile justice and child welfare systems. Additionally, these youth have a heightened risk of involvement in other adolescent problem behaviors including substance abuse, teen pregnancy, low academic achievement and mental health problems.
2. Georgia’s juvenile court system is charged with serving the best interests of the children and families appearing before the court while assuring due process and public safety.
3. The Parties have authority and/or mandates to provide services to the children and youth of Georgia, and specifically to children alleged to be CHINS, and agree that clear communication is necessary to assist them in performing these services effectively and

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efficiently.

DEFINITIONS

For purposes of this agreement, the following terms shall have the meanings set forth below:

1. **Best Interests of the Child** – a set of factors to be weighed when Parties make referrals, provide services or make placement decisions. Examples of these factors are laid out in O.C.G.A. § 15-11-26:
 - a. The physical safety and welfare of such child, including food, shelter, health, and clothing;
 - b. The love, affection, bonding, and emotional ties existing between such child and each parent or person available to care for such child;
 - c. The love, affection, bonding, and emotional ties existing between such child and his or her siblings, half siblings, and stepsiblings and the residence of such other children;
 - d. Such child's need for permanence, including such child's need for stability and continuity of relationships with his or her parent, siblings, other relatives, and any other person who has provided significant care to such child;
 - e. Such child's sense of attachments, including his or her sense of security and familiarity, and continuity of affection for such child;
 - f. The capacity and disposition of each parent or person available to care for such child to give him or her love, affection, and guidance and to continue the education and rearing of such child;
 - g. The home environment of each parent or person available to care for such child considering the promotion of such child's nurturance and safety rather than superficial or material factors;
 - h. The stability of the family unit and the presence or absence of support systems within the community to benefit such child;
 - i. The mental and physical health of all individuals involved;
 - j. The home, school, and community record and history of such child, as well as any health or educational special needs of such child;
 - k. Such child's community ties, including church, school, and friends;
 - l. Such child's background and ties, including familial, cultural, and religious;
 - m. The least disruptive placement alternative for such child;
 - n. The uniqueness of every family and child;
 - o. The risks attendant to entering and being in substitute care;
 - p. Such child's wishes and long-term goals;
 - q. The preferences of the persons available to care for such child;
 - r. Any evidence of family violence, substance abuse, criminal history, or sexual, mental, or physical child abuse in any current, past, or considered home for such child;
 - s. Any recommendation by a court appointed custody evaluator or guardian ad litem; and

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- t. Any other relevant and proper factors.
- 2. Child – any individual who is:
 - a. Under the age of 18 years;
 - b. Under the age of 17 years when alleged to have committed a delinquent act;
 - c. Under the age of 22 years and in the care of DFCS;
 - d. Under the age of 23 years and eligible for and receiving independent living services through DFCS; or
 - e. Under the age of 21 years who committed an act of delinquency before reaching the age of 17 years and who has been placed under the supervision of the court or on probation to the court for the purpose of enforcing orders of the court.
- 3. Child In Need of Services (CHINS) –
 - a. A child adjudicated to be in need of care, guidance, counseling, structure, supervision, treatment, or rehabilitation and who is adjudicated to be:
 - i. Subject to compulsory school attendance and who is habitually and without good and sufficient cause truant, as such term is defined in Code Section 15–11–381, from school;
 - ii. Habitually disobedient of the reasonable and lawful commands of his or her parent, guardian, or legal custodian and is ungovernable or places himself or herself or others in unsafe circumstances;
 - iii. A runaway, as such term is defined in Code Section 15–11–381;
 - iv. A child who has committed an offense applicable only to a child;
 - v. A child who wanders or loiters about the streets of any city or in or about any highway or any public place between the hours of 12:00 Midnight and 5:00 A.M.;
 - vi. A child who disobeys the terms of supervision contained in a court order which has been directed to such child who has been adjudicated a child in need of services; or
 - vii. A child who patronizes any bar where alcoholic beverages are being sold, unaccompanied by his or her parent, guardian, or legal custodian, or who possesses alcoholic beverages; or
 - b. A child who has committed a delinquent act, as such term is defined in Code section 15-11-2, and is adjudicated to be in need of supervision, but not in need of treatment or rehabilitation.
- 4. Foster care – placement in foster family homes, child care institutions, or another substitute care setting approved by DHS/DFCS. Such term shall exclude secure residential facilities or other facilities operated primarily for the purpose of detention of a child adjudicated for delinquent acts. *See* O.C.G.A. § 15-11-2(34).

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AREAS OF AGREEMENT

In consideration of the mutual promises of the Parties, the terms, provisions and conditions of this agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. All Parties agree to establish and participate in a “Statewide CHINS Interagency Advisory Council” for the purpose of developing best practices for the implementation of CHINS provisions and for the possible development of recommendations for legislative changes to relevant CHINS statutes and regulations. The Council shall:
 - a) monitor the progress being made by juvenile courts and public agencies in developing and providing services and programming for CHINS;
 - b) provide advice and recommendations with respect to such implementation upon the request of the juvenile courts or public agencies;
 - c) make written recommendations to the General Assembly with respect to the accomplishment of such implementation; and
 - d) propose modifications to this agreement as necessary for approval by the Parties to this agreement.

The Council shall consist of the following members:

- a) One representative of DHS/DFCS, appointed by the DHS Commissioner;
 - b) One representative of DJJ, appointed by the DJJ Commissioner;
 - c) One representative of DOE, appointed by the State School Superintendent;
 - d) One representative of DBHDD, appointed by the DBHDD Commissioner;
 - e) One representative of DPH, appointed by the DPH Commissioner;
 - f) One representative of DCH, appointed by the DCH Commissioner;
 - g) One representative of DHS/DCSS, appointed by the DHS Commissioner;
 - h) One representative of the Court Appointed Special Advocate (CASA), appointed by the Executive Director of Georgia CASA;
 - i) One juvenile court judge, appointed by the President of the Council of Juvenile Court Judges;
 - j) An attorney specializing in the representation of children in CHINS cases;
 - k) A district attorney or assistant district attorney with experience in prosecuting status offense cases;
 - l) A youth advocate (i.e., a representative from EmpowerMENT or a similar youth advocate entity); and
 - m) Any other member as deemed appropriate by the Council.
2. Subject to the exceptions and limitations set forth in “Roles and Responsibilities,” the Parties agree to require their respective county offices to develop memoranda of understanding between county DJJ, DFCS, DBHDD contracted providers, public health, community health, education, and law enforcement agencies. These memoranda should

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include any relevant private agencies and community stakeholders. These memoranda must include agency and interagency protocols for:

- a) participation in multi-agency staffings;
- b) providing prevention and risk reduction services;
- c) providing services to prevent a child from being taken into temporary custody under O.C.G.A. § 15-11-410;
- d) coordinating alternative placements in the event that a parent does not assume custody within 12 hours of a grant of temporary custody;
- e) provision of diversion services for CHINS;
- f) provision of pre-disposition services;
- g) participation in disposition hearings;
- h) response to juvenile court protective and dispositional orders; and
- i) meaningful individual participation in the formulation and implementation of comprehensive service plans for youth determined to be incompetent.

Further, all Parties will make these memoranda available to local court personnel. The Parties will review these memoranda bi-annually or as needed, whichever comes first. *(See Appendix A for a Sample County Protocol.)*

3. Subject to the exceptions and limitations set forth in "Roles and Responsibilities," the Parties agree to require their respective county offices to develop a countywide resource inventory of programs and services that lists agency and community services available to children and their families during each phase of a CHINS proceeding. These resource inventories will be made available to court personnel and community stakeholders for the purpose of appropriately responding to a child alleged to be a CHINS. Resource inventories will be updated on a quarterly basis and must list all of the following, if available, in the relevant county:
 - a) voluntary services provided by DJJ and DHS/DFCS;
 - b) court-based diversion programs;
 - c) education support programs;
 - d) mental health and counseling providers;
 - e) public health programs;
 - f) parenting education programs;
 - g) after-school programs;
 - h) youth-serving community service organizations;
 - i) peer programs;
 - j) mentoring programs;
 - k) faith-based youth programs; and
 - l) career oriented services, such as internship programs and related initiatives.

Resource inventories must include the following information pertaining to each of the services/programs:

- a) Agency that provides the service/resource;
- b) Name of the program/service/resource;

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- c) Service description of the program/service/resource;
- d) Target population/eligibility criteria;
- e) Funding source(s); and
- f) Partnerships/Agreements

(See Appendix A-1 for a Sample County Resource Inventory and Appendix A-2 for a list of Resources to Consider including in the Resource Inventory.)

4. Subject to the exceptions and limitations set forth in “Roles and Responsibilities,” the Parties agree to require their respective county offices to develop a countywide inventory of screening/assessment instruments to be used to understand the needs of a CHINS. These inventories will be updated as needed and must include all of the following, if relevant, for each county:
- a) Court Assessments
 - b) DFCS Assessments
 - c) DJJ Assessments
 - d) Educational Assessments

Screening/Assessment Instruments Inventories must include the following information pertaining to each of the instruments:

- a) Screening/Assessment tool used;
- b) Who is screened/assessed;
- c) By whom, when and for what purpose the screening/assessment is for;
- d) What the tool includes/involves;
- e) Result/Decision or Action and Who receives the information

(See Appendix A-3 for a Sample Screening/Assessment Instruments Inventory and Appendix A-4 for a list of Instruments to Consider Including in the Instruments Inventory.)

5. All Parties will provide appropriate services, in accordance with their respective policies and procedures and those of their funding sources, to all children and their families when they are involved in the juvenile court system as a result of a CHINS allegation. Services will be paid by Medicaid or private insurance, when such coverage is in place and when service delivery meets insurance terms according to the specific policies and guidelines set forth by law and/or policy. All Parties agree to make good faith efforts to prevent children from entering DFCS custody and to prevent further involvement in the delinquency system.
6. Except as otherwise provided in this Agreement, before any party directly or indirectly initiates or anticipates a CHINS related legal action through the courts which impacts the other agencies, prior notice must be given to the agency and a multi-agency staffing must be held. In accordance with this provision, DJJ and its employees will not suggest to a juvenile court or court employees or to participants in juvenile court proceedings that a youth should be placed in DHS/DFCS custody, unless the recommendation for placement

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is the result of a joint decision pursuant to a staffing. Likewise, DHS/DFCS and its employees will not suggest to a juvenile court, court employees or other participants in a juvenile court proceeding that a youth be committed to DJJ. Additionally, neither DJJ nor DHS/DFCS will suggest to have a CHINS placed in the custody of DBHDD or make any recommendations or opinions regarding a CHINS competency to proceed.

7. In the event that the juvenile court finds that a youth alleged to be a CHINS or a youth alleged to be delinquent is unrestorably incompetent to proceed, all Parties agree to participate in the comprehensive services plan meeting for the child if requested by the plan manager pursuant to O.C.G.A. §§ 15-11-450 and 15-11-451.
8. In the event that more than one of the Parties provides services to a child or their family during the duration of a CHINS proceeding, the Parties and the Court shall share with each other all relevant information concerning the child or their family, subject to applicable federal and state laws. The court may require the child or their family to consent to such information sharing between service providers and agencies as determined relevant and necessary for the coordination and provision of services.
9. It is understood by all Parties that Title IV-E funding is not available to pay for services. Further, it is understood by all Parties that funding for medical and behavioral health services is subject to the requirements for eligibility and medical necessity of the responsible insurer or payor source for the CHINS or applicable CHINS family member (e.g., Medicaid, private insurance company, DCH or DBHDD).

ROLES & RESPONSIBILITIES:

DHS/DFCS

1. DHS/DFCS will assist in finding safety resources, as appropriate, for children alleged to be CHINS whose parents cannot be found or refuse to assume custody after the child is taken into temporary custody pursuant to O.C.G.A. § 15-11-410.
2. DHS/DFCS will seek custody of children and youth, when necessary, in accordance with DFCS Policy and Procedures throughout a CHINS case.
3. DHS/DFCS will formulate case plans for CHINS who are placed in foster care at any phase of a CHINS proceeding.
4. DHS/DFCS will provide necessary services to a child deemed to be a CHINS that only DHS/DFCS has access to including those options found in O.C.G.A. § 15-11-442.

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5. When a CHINS complaint has been filed with the court and out of home placement is not required, DHS/DFCS shall follow established local court procedures for staffing these cases with a multiagency staffing panel. DHS/DFCS, in conjunction with relevant parties outlined in the local court protocols, will follow local procedures outlined by the juvenile court, subject to the requirements and limits of law and consistent with DHS/DFCS policy.

DJJ

1. DJJ will provide services authorized pursuant to Juvenile Court order to a youth deemed to be a CHINS youth.
2. When notified that a CHINS youth has been taken into custody or detained in a secure DJJ facility, the DJJ juvenile intake officer will administer a detention assessment to determine whether such child should be released, remain in temporary custody, or be brought before the court.
3. When a CHINS youth is detained in a secure DJJ facility and release to the child's parent/guardian may not be appropriate, DJJ will provide DHS/DFCS with the following information, pursuant to local procedure:
 - a. Notice of the youth's time and place of detention (as soon as possible, but in no case later than 24 hours);
 - b. Time and date of continued custody hearing;
 - c. Information regarding exposure to any level of sexual exploitation (immediately upon DJJ notice).
4. DJJ shall coordinate with the local juvenile court and consult with DHS/DFCS for the proper release/pick-up of a CHINS youth in a secure DJJ facility or when detention is not warranted.
 - a. If the CHINS youth's parent or legal Guardian does not pick up the child, DHS/DFCS will facilitate the release of said CHINS youth to a non-parental party pursuant to DHS/DFCS policy or DHS/DFCS will assume custody pursuant to O.C.G.A. § 15-11-411(c).
5. When a CHINS complaint has been filed with a DJJ intake officer and out of home placement is not required, DJJ shall follow established local court procedures for staffing these cases with a multiagency staffing panel.
 - a. DJJ, in conjunction with relevant parties outlined in the local court protocols, will follow local procedures outlined by the juvenile court.
6. When referring a CHINS youth to DHS/DFCS, DJJ will do so initially via DHS/DFCS's Centralized Intake number: ((855) GACHILD; (855) 422-4453).
 - a. In the event DJJ is unable to contact DHS/DFCS using the Centralized Intake number, DJJ will contact DHS/DFCS utilizing DHS/DFCS local contact numbers provided to "mandated reporters" at the local county level, which shall be provided by DHS/DFCS.

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7. DJJ shall work in partnership with DHS/DFCS to educate local law enforcement on the provisions of this agreement and other applicable court procedures related to CHINS.

DOE

1. As required by law, DOE will ensure that all administrative remedies have been exhausted prior to the filing of a CHINS complaint.
2. As required by law, DOE will ensure that all administrative remedies have been exhausted prior to the filing of a CHINS petition.
3. DOE will provide necessary services to a child deemed to be a CHINS that only DOE has access to.

DBHDD

1. DBHDD or its contracted providers will provide necessary services to a child deemed to be a CHINS that only DBHDD has access to.
2. Provide a list of DBHDD contracted providers through www.mygcal.com.
3. Provide a list of contact information for the DBHDD Regional Offices in each region throughout the State for system level issues.
4. Maintain close communication, as needed, with the Regional Offices and DBHDD contracted providers in support of this agreement.
5. DBHDD has no “county offices” for purposes of “Areas of Agreement” paragraphs 2 through 5 of this Agreement. However, DBHDD will exercise its best efforts to encourage and facilitate the provision of behavioral health services to CHINS that meet criteria for treatment by DBHDD’s statewide network of contracted providers.

DPH

1. DPH will provide a point of contact for County Health Departments, particularly regarding issues related to a CHINS.
2. DPH will provide a list of contact information for the County Health Departments in each region throughout the State.
3. DPH will maintain close communication, as needed, with the County Health Departments in support of this agreement.

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4. DPH has no “county offices” for purposes of “Areas of Agreement” paragraphs 2 through 4 of this Agreement. However, DPH will exercise its best efforts to encourage and facilitate the provision of health services to CHINS by Georgia's 159 County Health Departments, and will serve as a point of contact to facilitate communications between the Parties and those County Health Departments.
5. Routine services provided through the County Health Departments may include, without limitation, the following:
 - a. Immunizations (including those needed for school admission);
 - b. Family planning and birth control;
 - c. Pregnancy testing; prenatal care and case management;
 - d. Health check (basic health screening including physical exam, blood pressure, developmental screening, vision, hearing & dental screening);
 - e. Lead screening and referral for assessment of home environment;
 - f. Sexually transmitted disease/infection screening and treatment;
 - g. Tuberculosis screening and treatment; other infectious disease screening and referral (e.g., Hepatitis B);
 - h. HIV screening and treatment;
 - i. Dental health;
 - j. Health education counseling;
 - k. Alcohol and drug referral;
 - l. Tobacco cessation (referral to "Quit Line"); and
 - m. Referrals for health services not provided by the County Health Department.

DCH

1. DCH has no “county offices” for purposes of “Areas of Agreement” paragraphs 2 through 4 of this Agreement and as such is exempt from any requirements found to be inapplicable, including but not limited to: a) developing a memoranda of understanding between county DJJ, DFCS, behavioral health, public health, community health, education, and law enforcement agencies; and b) maintaining records/inventories of all screenings/assessments.
2. Notwithstanding the foregoing, DCH will:
 - a. Provide necessary communications to support and facilitate the provision of health services to CHINS by its network of enrolled providers and care management organizations.
 - b. Reimburse enrolled and qualified providers of services to CHINS according to Medicaid policies where service eligibility for any and all established programs is appropriately determined to be medically necessary.

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- c. To the extent a CHINS child is also a recipient of intensive care coordination through Medicaid or its agents, participate in multi-agency service planning, multi-agency staffings, court proceedings or other related CHINS dealings pending available resources on a case by case basis.
- d. Partner with fellow Parties to this agreement to evaluate established Medicaid programs with respect to the capacity to appropriately address the CHINS population. In doing so, DCH does not agree to pay for non-covered services. However, DCH does agree to discuss with the Parties any identified unmet needs as the program progresses. If a material change in covered services occurs, such additional efforts shall be separately evaluated and considered by DCH.
- e. Make available, through the GAMMIS web portal, an inventory of all services offered through the Medicaid State Plan to court personnel and community stakeholders. Services include:
 - i. Community Behavioral Health Services;
 - ii. Children's Intervention Services;
 - iii. Children's Intervention School Services;
 - iv. Dental Services;
 - v. Health Check (Early and Periodic Screening, Diagnosis and Treatment);
 - vi. Hospital Services – Acute Inpatient and Outpatient;
 - vii. Non-Emergency Transportation Services;
 - viii. Pharmacy Services;
 - ix. Physician Services;
 - x. Psychological Services;
 - xi. At Risk of Incarceration Targeted Case Management Services; and
 - xii. Child Protective Services Targeted Case Management Services.

There may be other Medicaid State Plan or waiver services for which CHINS may be eligible. Therefore, the lack of inclusion in the above list of services does not imply unavailability for CHINS. (*See Appendix A-2 for a list of services to include in a Resource Inventory.*)

- f. Share with the parties the following information and data as applicable:
 - i. claims/service utilization data [when data is specific to children identified as CHINS, DHS would be responsible for furnishing rosters with identifying information (name, SS#, Medicaid ID, date of birth) in order for DCH to produce related reports];
 - ii. available Medicaid population outcomes according to national HEDIS measures;

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- iii. provider network information/geo-access reports; and
- iv. reports related to facility licensure.

DHS/DCSS

1. DHS/DCSS will provide necessary services to a child deemed to be a CHINS that only DHS/DCSS has access to.
2. DCSS HUB office will obtain a copy of the court order from the CHINS Coordinator and/or referrals from SHINES in an effort to expedite the appropriate processes.
3. DCSS will register the SHINES referral and/or court order on the \$TARS child support system.
4. DCSS will contact the appropriate Parties and use the Same Day Service process to gather the financial information needed to establish the basic child support order amount per guidelines to include service and hearing notices for the Non Custodial Parent through consent, OSAH (Office of Superior Administrative Hearings) or the civil Superior Court legal process.
5. The final order will be updated on the \$TARS child support system at which time DCSS will move forward with enforcement of the order with administrative and legal actions until the child(ren) on the case emancipates, order is vacated or the DHS-DFCS-DCSS case is closed.

GENERAL PROCEDURES FOR CHINS CASES

1. A child is brought to the attention of the court or law enforcement.
2. The court may exercise non-judicial resolutions prior to the filing of a complaint.
3. A complaint may be filed if non-judicial resolutions are either unsuccessful or not appropriate. A multi-agency staffing may be held as part of a non-judicial resolution prior to the filing of a complaint.
4. The court or intake officer will perform a Detention Assessment.
5. A Multi-Agency Staffing will be held at the earliest stage possible and as necessary throughout a CHINS case.
6. If Temporary Custody is deemed necessary, then:
 - a) Either DJJ or the court intake officer will follow through with contacting the parent(s) to pick-up the CHINS; and

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- b) Determine whether further custody or court intervention may be necessary.
- c) When appropriate, seek to use non-secure and secure residential facilities:
 - i. In the event that the parent or legal guardian refuses to receive the child, DJJ may attempt, as necessary, to place the child in a non-secure detention alternative pursuant to O.C.G.A. § 15-11-412.
 - ii. In the event that a child meets the criteria to be held in a secure residential facility pursuant to O.C.G.A. § 15-11-412, DJJ will place the child in such facility for no more than 24 hours prior to a continued custody hearing. DJJ will also notify DHS/DFCS that such child has been detained at the earliest time possible.
- d) Seek to place CHINS in foster care, if appropriate:
 - i. If no alternative placement or non-secure residential placement can be found or if such a placement is inappropriate, a Child Protective Services (CPS) complaint will be made with DHS/DFCS immediately.
 - ii. Through investigation, DHS/DFCS will determine if substantiated abuse or neglect exists, in accordance with DHS/DFCS response time policy.
 - iii. If the parent or legal guardian cannot be found after exhausting all efforts to locate and notify the parent or legal guardian within a reasonable timeframe as specified in the local MOU, the intake officer will make a CPS complaint to DHS/DFCS. All such attempts to locate the parent or guardian will be documented and such documentation shall be provided to DHS/DFCS if a referral to DHS/DFCS is necessary.
 - iv. If a child is placed in foster care prior to or as a result of a CHINS adjudication, all relevant Parties agree to provide information and assistance to DHS/DFCS for the formulation of a case plan, as required by O.C.G.A. § 15-11-404.
- e) Continued Custody Hearings
 - i. All relevant Parties with prior involvement with a child who is the subject in a CHINS case shall attend a continued custody hearing for that case. The Parties should consult the applicable resource inventories when advocating for a return of custody.
 - ii. Based on the results of the Continued Custody Hearing either:
 - a) Follow up with the CHINS referral to a community based risk reduction program;
 - b) Employ other diversion services prior to the filing of a petition (engaging in multi-agency staffings, as appropriate); or
 - c) Follow up with the filing of a petition and set the date for adjudication.

7. Participation in Disposition Hearings

- a) In the event that a representative of one of the Parties is served with a summons pursuant to O.C.G.A. § 15-11-423 to appear at a disposition hearing for a CHINS case, that party will ask representatives from other agencies to attend the hearing

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JUVENILE JUSTICE, DEPARTMENT OF HUMAN SERVICES, DEPARTMENT OF
EDUCATION, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL
DISABILITIES, DEPARTMENT OF PUBLIC HEALTH, AND DEPARTMENT OF
COMMUNITY HEALTH**

as well so as to ensure the court is aware of all services that have already been provided to the child and services that may be available to the child.

- b) In the event that a CHINS case in which any party is involved is consolidated with a dependency case or delinquency case, all agencies agree, to the extent practicable, to hold a multi-agency staffing prior to the next hearing, in order to formulate a recommended disposition for the court.

8. Response to Protective and Disposition Orders

- a) DJJ agrees to provide services as ordered by the court or outlined in local court procedures for CHINS cases.
- b) All Parties agree to provide services and supervision for a CHINS whose disposition includes remaining with his or her caregiver subject to such limitations and conditions as the court prescribes pursuant to O.C.G.A. § 15-11-442(b)(2).
- c) In the event that more than one of the Parties is ordered to provide services as a disposition in a CHINS case pursuant to O.C.G.A. § 15-11-442(b)(10), the Parties agree, to the extent practicable, to
 - i. hold periodic multi-agency staffings to ensure efficient and effective use of services and resources; and
 - ii. hold periodic multi-agency staffings prior to any review hearings pertaining to such a disposition; and
 - iii. ensure that a representative from each agency is in attendance at all review hearings pertaining to such a disposition. In matters involving DBHDD, or its contracted providers, in lieu of appearance, either entity will submit written reports to the court in advance of any review hearing.

ADDITIONAL AREAS OF AGREEMENT

- 1. All Parties agree, to the extent practicable, to the reasonable sharing of information and data, in accordance with federal and state laws and their respective policies, for the purposes of evaluating the effectiveness of CHINS programs and services.
- 2. All Parties shall adhere to all confidentiality restrictions legally applicable. This includes an agreement to assist DCH in its efforts to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its related amendments, rules, procedures, and regulations. To that end, the Parties will cooperate and abide by any requirements mandated by HIPAA or any other applicable law. The Parties acknowledge that HIPAA requires the Parties and DCH to sign a Business Associate Agreement (attached herein and incorporated as Appendix B) and agree that said attachment shall be part of this agreement. The Parties further agree to cooperate with DCH and to sign any additional documents which may be required for HIPAA compliance and to abide by their terms and conditions.

**COOPERATIVE AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF
JUVENILE JUSTICE, DEPARTMENT OF HUMAN SERVICES, DEPARTMENT OF
EDUCATION, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL
DISABILITIES, DEPARTMENT OF PUBLIC HEALTH, AND DEPARTMENT OF
COMMUNITY HEALTH**

3. In the event any party has entered into or enters into agreements with other Parties or stakeholders for work related to the services rendered hereunder, each party agrees to cooperate fully with such other Parties.

DISPUTE RESOLUTION

Any dispute concerning a question of fact or obligation related to or arising from this agreement should be disposed of expeditiously by mutual agreement of the Parties or the Advisory Council. The Advisory Council shall devise and implement a dispute resolution process, which may include the designation of employees from each of the Parties to participate and resolve disputes arising from this agreement. All efforts toward conflict resolution shall have the ultimate goal of developing a solution appealing to all Parties, and as endorsed by the Advisory Council.

FUNDING

It is expressly understood that the Parties shall not have any financial obligation arising from this agreement, other than those resulting from the ordinary course of managing their related programs and services.

TERMS OF AGREEMENT

This agreement shall be effective following the date of execution. The Advisory Council shall review this agreement within six (6) months and then each year thereafter and make recommendations to the Parties, as appropriate.

AMENDMENTS OR MODIFICATIONS

Amendments may be made but must be in writing and signed by all Parties. Additionally, revisions to this agreement will be developed, as needed, to reflect major agency reorganizations or statutory changes that affect the Parties.

SEVERABILITY

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

ASSIGNMENT

COOPERATIVE AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF JUVENILE JUSTICE, DEPARTMENT OF HUMAN SERVICES, DEPARTMENT OF EDUCATION, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES, DEPARTMENT OF PUBLIC HEALTH, AND DEPARTMENT OF COMMUNITY HEALTH

No party may assign this agreement, in whole or in part, without the prior written consent of the other Parties, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

TERMINATION

Any party may terminate their involvement with this agreement without cause upon 30 days written notice to the other Parties. Notice shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed to the undersigned at their respective offices.

Termination by one party will not affect the agreement as to the other Parties and the remainder of their obligations shall continue to be in full force and effect. In the event the State laws should be amended so as to render the fulfillment of this agreement infeasible, any party shall be discharged from further obligation created under the terms of this agreement.

ENTIRE AGREEMENT


This agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior, conflicting agreements.

[The remainder of this page is intentionally left blank.]

COOPERATIVE AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF JUVENILE JUSTICE, DEPARTMENT OF HUMAN SERVICES, DEPARTMENT OF EDUCATION, DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES, DEPARTMENT OF PUBLIC HEALTH, AND DEPARTMENT OF COMMUNITY HEALTH

IN WITNESS WHEREOF, the Parties hereto have entered into this agreement as evidenced by their signatures below. The agreement is effective upon the date of the final signature.

Department of Juvenile Justice:



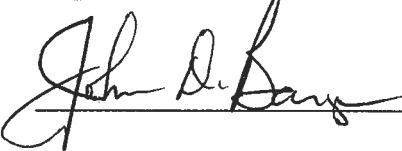
2/24/2014
_____ Date

Department of Human Services:



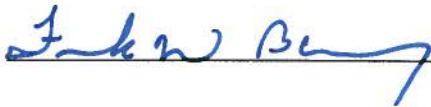
28 Feb 14
_____ Date

Department of Education:



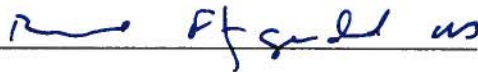
3/3/14
_____ Date

Department of Behavioral Health and Developmental Disabilities:



2/24/14
_____ Date

Department of Public Health:



2/20/14
_____ Date

Department of Community Health:



Feb 18, 2014
_____ Date

SAMPLE COUNTY PROTOCOL

INCORPORATION OF STATE PROTOCOL

This Memorandum of Agreement expressly incorporates the Statewide Cooperative Agreement between the Georgia Departments of Juvenile Justice, Human Services, Education, Behavioral Health and Developmental Disabilities, Public Health and Community Health signed _____ . (Attachment 1). The Parties to this Agreement agree to effectuate and abide by the goals, efforts, and guidelines outlined in the Statewide Cooperative Agreement. The Parties share the common belief that a collaborative approach between local entities will improve the efficiency and effectiveness of the Children in Need of Services process and agree to collaborate with each Party to achieve these goals.

PURPOSES OF THE AGREEMENT¹

The purposes of this agreement are:

- 1) to promote increased cooperation, coordination, and integration at the administrative and service delivery levels between the parties for the benefit of Children in Need of Services (hereinafter referred to as CHINS) and their families.
- 2) to enhance the quality and appropriateness of services for children and youth in Georgia through improved coordination of resources between the parties;
- 3) to assist the juvenile courts of Georgia by establishing a system to identify the community resources available to children alleged or adjudicated to be CHINS; and
- 4) to advance the purposes laid out by the Georgia General Assembly in O.C.G.A. § 15-11-380.

PARTICIPATING PARTIES

The Parties to this agreement include the following:

State Agencies

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Contracted Providers

- 1. _____
- 2. _____
- 3. _____
- 4. _____

¹ Include other purposes as appropriate.

Appendix A

SAMPLE COUNTY PROTOCOL

- 5. _____
- 6. _____

Court

- 1. _____
- 2. _____

Community Partners

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

AREAS OF AGREEMENT^{2,3}

ROLES & RESPONSIBILITIES⁴

GENERAL PROCEDURES FOR CHINS CASES⁵

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

² Include additional areas of agreement that are not already included in the Statewide Cooperative Agreement.

³ Counties are encouraged to use the forms in Appendices A-1 and A-3 from the Statewide Cooperative Agreement in developing resource inventories and screening/assessment inventories.

⁴ See Statewide Cooperative Agreement referenced above. Modify as appropriate for the county with the agreement of the Parties.

⁵ Refer to the Statewide Cooperative Agreement referenced above. Modify as appropriate for the county with the agreement of the Parties. When it is appropriate for a child to attend a multi-agency staffing, consider providing the child an opportunity to invite a support person of their choice to such a meeting. Also consider allowing the child an opportunity to choose the meeting location between two or three pre-determined locations (i.e. the courthouse or the school).

Appendix A

SAMPLE COUNTY PROTOCOL

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as evidenced by their signatures below⁶. The agreement is effective upon the date of the final signature.

_____ Juvenile Court:

_____ Date

_____:

_____ Date

_____:

_____ Date

_____:

_____ Date

_____:

_____ Date

_____:

_____ Date

⁶ Include all entities that are made Parties to this agreement.

Appendix A-2 – Resources to Consider Including in a County Level Resource Inventory

Court Programs and Services

- Drug Court
- Truancy Intervention Services
- Traffic Court
- Diversion Services
- Teen Court

DJJ Programs and Services

- Community Based Programs

DHS Programs and Services

- DFCS' Social Services Programs
- DFCS' Office of Financial Independence (OFI) Services
- DCSS' Child Support Services

Mental Health Programs and Services

- Intervention Services
- Counseling – Individual, Family, Group
- Substance Abuse Rehabilitation Programs and Support Groups, including AA, Alanon, Alateen, and NA
- Community Based Alternatives for Youth (CBAY) Programs
- Crisis Stabilization Facilities
- Psychiatric Residential Treatment Facilities (PRTFs)
- Community Support Programs
- Providers conducting Testing, Evaluations and Assessments
- Anger Management Programs
- Community Service Boards

County Health Departments Programs and Services

- Immunizations (including those needed for school admission)
- Family planning and birth control
- Pregnancy testing; prenatal care and case management
- Health check (basic health screening including physical exam, blood pressure, developmental screening, vision, hearing & dental screening)
- Lead screening and referral for assessment of home environment
- Sexually transmitted disease/infection screening and treatment
- Tuberculosis screening and treatment; other infectious disease screening and referral (e.g., Hepatitis B)
- HIV screening and treatment
- Dental health
- Health education counseling
- Alcohol and drug referral
- Tobacco cessation (referral to "Quit Line")
- Referrals for health services not provided by the County Health Department

School Programs and Services

- Positive Behavioral Interventions and Supports
- Peer Mediation Programs
- Tutoring Services
- Education Screenings and Assessments
- Special Education Services
- Mentoring Programs

- After School Services

Medicaid programs provided through DCH's network of enrolled providers and care management organizations:

- Ambulance Services
- Ambulatory Surgical Services
- Community Behavioral Health Services
- Childbirth Education Services
- Children's Intervention Services
- Children's Intervention School Services
- Dental Services
- Dialysis Services
- Durable Medical Equipment Services
- Family Planning Services
- Health Check (Early and Periodic Screening, Diagnosis and Treatment)
- Home Health Services
- Hospice Services
- Hospital Services – Acute Inpatient and Outpatient
- Hospital Services – Inpatient Psych
- Intermediate Care Facility Services for the Intellectually Disabled
- Laboratory and Radiological Services
- Medicare Crossovers
- Non-Emergency Transportation Services
- Nurse Midwifery Services
- Nurse Practitioner Services
- Nursing Facility Services

- Oral Surgery
- Orthotic and Prosthetic Services
- Pharmacy Services
- Physician Services
- Physician's Assistant Services
- Podiatric Services
- Pregnancy-Related Services
- Psychological Services
- Rural Health Clinic/Community Health Center Services
- Swing Bed Services
- Targeted Case Management Services
- Adults with HIV/AIDS
- Adult Protective Services
- At Risk of Incarceration
- Child Protective Services
- Early Intervention
- Perinatal
- Psychiatric Residential Treatment Facility
- Vision Care Services
- Home and Community Based Waiver Services
- Elderly and Disabled Waiver
- Georgia Pediatric Waiver (medically fragile children)
- Independent Care Waiver Program (adults only)
- New Options Waiver (DD/ID)

- Comprehensive Supports Waiver (DD/ID)

Other Services, Programs and Resources

- Local Interagency Planning Teams
- Community Action Agencies
- Child Advocacy Centers
- Boards of Commissioners
- Economic Opportunities Councils
- Housing Authorities
- Boys and Girls Clubs
- YMCA's
- Library Systems and/or Literacy Councils
- Mentoring Programs
- Tutoring Programs
- CASA
- Other Relevant Programs and Services Provided by Community Based Organizations

APPENDIX A-3

_____ County

Screening / Assessment Instruments – Inventory

DATE

Screening / Assessment tool used	Who is screened / assessed?	By whom, when and for what purpose are they screened / assessed?	Includes	Result / Decision or Action / Who receives information
<u>Court Assessments</u>				
<u>DFCS Assessments</u>				
<u>DJJ Assessments</u>				
<u>Behavioral Health Assessments</u>				

Appendix A-4 – Instruments to Consider Including in a County Level Screening/Assessment Instrument Inventory

- Detention Assessment Instrument
- Drug and Alcohol Screens
- Massachusetts Youth Screening Instrument – Second Version (MAYSI-2)
- Substance Abuse Inventories
- DFCS Assessments, including Intake, Diligent Searches, Relative Care Assessments, Casey Life Skills Assessments, Home Evaluations, Parenting Assessments, Parental Fitness Evaluations and COMPASS Assessments
- DJJ Assessments, including Sexual Offense Recidivism Risk Assessment Tool, Comprehensive Risk and Needs Assessment (CRN) and CRN Re-Assessment
- Domestic Violence Assessments
- Anger Management Assessments
- Mental Health Screenings
- Medical Intake Screenings/Evaluations
- Education Screenings/Assessments, including Psychoeducational Evaluations
- Psychological and Psychiatric Evaluations/Assessments
- Competency Evaluations
- Bio-Psychosocial Assessment

APPENDIX B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective this _____ day of _____, _____ (hereinafter the "Effective Date") is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as "DCH") and the Department of Juvenile Justice (hereinafter referred to as "DJJ"), the Department of Human Services (hereinafter referred to as "DHS"), the Department of Education (hereinafter referred to as "DOE"), the Department of Behavioral Health and Developmental Disabilities (hereinafter referred to as "DBHDD"), the Department of Public Health (hereinafter referred to as "DPH"), each a "Party" and collectively referred to as "the Parties" as Appendix B to the Interagency Agreement between the Parties (hereinafter referred to as the "Contract").

WHEREAS, DCH is a hybrid entity, as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and is required by HIPAA to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services on behalf of or in support of health care components of DCH, which functions, activities or services involve the use of Protected Health Information as defined by HIPAA ("PHI");

WHEREAS, DJJ, DHS, DOE, DBHDD, and DPH, under the Contract provides functions, activities, or services involving the use of PHI;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DCH and the Parties hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information. The term "Business Associate" shall have the meaning set forth in the Privacy Rule and Security Rule and shall also be used for purposes of this Agreement to refer to DJJ, DHS, DOE, DBHDD, and DPH in each state agency's individual capacity as a Business Associate to DCH.
2. Except as limited in this Agreement, Business Associate may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DCH. Furthermore, except as otherwise limited in this Agreement, Business Associate may:

- A.** Use PHI for internal quality control and auditing purposes.
 - B.** Use or disclose PHI as Required by Law.
 - C.** After providing written notification to DCH's Office of Inspector General, use PHI to make a report to a health oversight agency authorized by law to investigate DCH (or otherwise oversee the conduct or conditions of the DCH) about any DCH conduct that Business Associate in good faith believes to be unlawful as permitted by 45 C.F.R. 164.502(j)(1). Notwithstanding the foregoing, Business Associate shall not be required to provide prior written notice to DCH's Office of Inspector General if Business Associate is provided written instruction otherwise by the health oversight agency authorized by law to investigate DCH.
 - D.** Use and disclose PHI to consult with an attorney for purposes of determining Business Associate's legal options with regard to reporting conduct by DCH that Business Associate in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.502(j)(1).
- 3.** Business Associate represents and warrants that only individuals designated by title or name on Appendices D-1 and D-2 will request PHI from DCH or access DCH PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
 - 4.** Business Associate represents and warrants that the individuals listed by title on Appendix D-1 require access to PHI in order to perform services under the Contract. Business Associate agrees to send updates to Appendix D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Appendix D-1 are impermissible.
 - 5.** Business Associate represents and warrants that the individuals listed by name on Appendix D-2 require access to a DCH information system in order to perform services under the Contract. Business Associate agrees to notify the Project Leader and the Access Control Coordinator named on Appendix D-2 immediately, but at least within 24 hours, of any change in the need for DCH information system access by any individual listed on Appendix D-2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Business Associate's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
 - 6.** Business Associate agrees that it is a Business Associate to DCH as a result of the Contract, and represents and warrants to DCH that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Business Associate further represents and warrants to DCH that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules that apply to Business Associates, including, but not limited to policies and procedures addressing HIPAA's requirements that Business

Associates use, request and disclose only the minimum amount of PHI necessary to perform their services, and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates and will continue to maintain and update such policies and procedures. These policies and procedures, and evidence of their implementation, shall be provided to DCH upon request.

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DCH: Kori Woodward-Dickens
 HIPAA Privacy and Security Specialist, Office of General Counsel
 hipaa@dch.ga.gov
 kdickens@dch.ga.gov
 (404) 651-5016

 Sherman Harris
 Agency Information Security Officer
 sheharris@dch.ga.gov
 404-656-9653

B. At DJJ: _____

C. At DHS: Rachel L. King
 Privacy Officer
 Department of Human Services
 2 Peachtree St, S.W., 29th Floor
 Atlanta, GA 30303
 raking@dhr.state.ga.us

 Pall Ramanathan
 Information Security Officer
 2 Peachtree St, S.W., 4th Floor
 Atlanta, GA 30303
 pmramanathan@dhr.state.ga.us

D. At DOE: _____

E. At DDBHDD: _____

F. At DPH: Simone Dixon-Braithwaite,
Privacy Officer
Department of Public Health
2 Peachtree St, S.W., 9th Floor
Atlanta, GA 30303
spbraithwaite@dhr.state.ga.us

8. Business Associate further agrees that it will:

- A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DCH has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DCH. Such safeguards must include all NIST Baseline Controls, unless DCH has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, Business Associate shall include access controls that restrict access to PHI to the individuals listed on D-1 and D-2, as amended from time to time, shall implement encryption of all electronic PHI during transmission and at rest.
- E. Upon DCH's reasonable request, but no more frequently than annually, obtain an independent assessment of Business Associate's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DCH PHI, provide the results of such assessments to DCH, and ensure that corrective actions identified during the independent assessment are implemented.

- F. Mitigate, to the extent practicable, any harmful effect that may be known to Business Associate from a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, the Contract or applicable regulations. Business Associate shall bear the costs of mitigation.
- G. Maintain a business associate agreement with its agents or subcontractors to whom it provides PHI, in accordance with which such agents or subcontractors are contractually obligated to comply with at least the same obligations that apply to Business Associate under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Business Associate under this Agreement and the Contract.
- H. Report to DCH any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware.
- I. Make an initial report to the DCH in writing in such form as DCH may require within three (3) business days after Business Associate (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Business Associate to identify the following:
 - i. The nature of the impermissible use or disclosure (the “incident”), which will include a brief description of what happened, including the date it occurred and the date Business Associate discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved);
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Business Associate took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Business Associate believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DCH HIPAA Privacy and Security Officer or the DCH Information Security Officer, Business Associate agrees to make a complete report to the DCH in writing within two weeks of the initial report that includes a root cause

analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the DCH, Business Associate agrees to implement the corrective action plan and provide proof of implementation to the DCH within five (5) business days of DCH's request for proof of implementation.

- J.** Report to the DCH HIPAA Privacy and Security Officer and the DCH Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Business Associate's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Business Associate shall also make a report of the impermissible use or disclosure as described above. Business Associate agrees to make a complete report to the DCH in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DCH's approval of Business Associate's corrective action plan, Business Associate agrees to implement the corrective action plan and provide proof of implementation to the DCH.
- K.** Upon DCH's reasonable request and not more frequently than once per quarter, report to the DCH Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Business Associate's information systems. Business Associate does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.
- L.** Cooperate with DCH and provide assistance necessary for DCH to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Business Associate agrees to assist DCH in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Business Associate will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Business Associate warrants that it will cooperate with DCH, including cooperation with DCH privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M.** If DCH determines that a Breach of Unsecured Protected Health Information has occurred as a result of Business Associate's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DCH, after the notifications are approved by the DCH. Business Associate shall provide these notifications in accordance with the security breach notification

requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DCH determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Business Associate shall provide the DCH HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Business Associate shall begin the notification process only after obtaining DCH's approval of the notification letter.

- N. Make any amendment(s) to PHI in a Designated Record Set that DCH directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of DCH. Business Associate also agrees to provide DCH with written confirmation of the amendment in such format and within such time as DCH may require.
- O. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, Business Associate shall, within five (5) business days following DCH's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DCH, provide DCH access to the PHI in an individual's Designated Record Set. However, if requested by DCH, Business Associate shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Business Associate's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DCH within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Business Associate also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q. Document all disclosures of PHI and information related to such disclosures as would be required for DCH to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DCH, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the DCH HIPAA Privacy and Security Officer, Business Associate shall provide an accounting of disclosures of PHI regarding an Individual to DCH. If requested by DCH, Business Associate shall provide an accounting of disclosures directly to the individual. Business Associate shall maintain a record of

any accounting made directly to an individual at the individual's request and shall provide such record to the DCH upon request.

- R.** Pay any amounts due to any party or assessed by any entity as a result of a violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Business Associate or its employee(s), agent(s) or subcontractor(s). Such amounts will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DCH as a result of such conduct or omission. Any amounts that are not promptly paid and are not enforceable through regular means will be reported to the Department of Audits and the Attorney General's office to ensure that they are paid to the credit of the DCH in a manner that ensures that the applicable DCH program is made whole. Such amounts owed may be reported in the proposed budget as an amount required to be paid to the applicable DCH program as a result of costs associated with Business Associate's breach. Any costs paid for remediation of breaches that are not promptly paid by Business Associate or its subcontractors will be reported to the Department of Audits and the Attorney General's office as due for reimbursement to DCH.

9. DCH agrees that it will:

- A.** Notify Business Associate of any new limitation in the applicable Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such limitation will affect Business Associate's use or disclosure of PHI.
- B.** Notify Business Associate of any change in, or revocation of, authorization by an Individual for DCH to use or disclose PHI to the extent that DCH determines in the exercise of its sole discretion that such change or revocation will affect Business Associate's use or disclosure of PHI.
- C.** Notify Business Associate of any restriction regarding its use or disclosure of PHI that DCH has agreed to in accordance with the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such restriction will affect Business Associate's use or disclosure of PHI.
- D.** Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DCH agrees to contact Business Associate to determine feasibility of compliance. DCH agrees to assume all costs incurred by Business Associate in compliance with such special requests.

- 10. The Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by DCH to Business Associate, or created or received by Business Associate on behalf of DCH, is destroyed or returned to DCH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

A. Termination for Cause. Upon DCH's knowledge of a material breach of this Agreement by Business Associate, DCH shall either:

- i. Provide an opportunity for Business Associate to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DCH;
- ii. If Business Associate fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
- iii. If neither termination nor cure is feasible, DCH shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, DCH and Business Associate shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Business Associate agrees to continue to extend the protections of this Agreement to the PHI for so long as the Business Associate maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Business Associate must notify DCH and obtain instructions from DCH for either the return or destruction of the PHI.
- ii. Business Associate agrees that it will limit its further use or disclosure of PHI only to those purposes DCH may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DCH may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- iii. This Effect of Termination section survives the termination of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DCH and Business Associate to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the


respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

- 13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on following page)

IN WITNESS WHEREOF, Business Associate, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

For Department of Juvenile Justice:



02/24/2014
Date

For Department of Human Services:

Keith Antin

28 Feb 14
Date

For Department of Education:



3/3/14
Date

For Department of Behavioral Health and Developmental Disabilities:

Andrew B...

2/24/14
Date

For Department of Public Health:

13 - e ...

2/20/14
Date

APPENDIX D-1

List of Individuals Permitted to Receive, Use and Disclose DCH PHI

The following Position Titles, as employees and/or representatives of Business Associate, need access to DCH Protected Health Information in order for Business Associate to perform the services described in the Contract:

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DCH Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Business Associate and DCH:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DCH Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Business Associate must update this list as needed and provide the updated form to DCH. Use of DCH Protected Health Information by individuals who are not described on this Appendix D-1, as amended from time to time, is impermissible and a violation of the Agreement. Business Associate must update this Appendix D-1 as needed and provide the updated form to DCH. DCH Project Leader Contact Information:

APPENDIX D-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Business Associate DOES NOT need any user accounts to access DCH Information Systems. Do not complete Part 2 of this form.

_____ Business Associate DOES need user accounts to access DCH Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Business Associate DOES need any user accounts to access DCH Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DCH Information System Containing PHI

The following individuals, as employees and/or representatives of Business Associate, need access to DCH Information Systems containing DCH Protected Health Information in order for Business Associate to perform the services described in the Contract:

Full Name	Employer	DCH Information System	Type of Access (Read only? Write?)

The DCH Project Leader must submit a completed DCH Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DCH Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Business Associate must notify the Project Leader identified in the Contract and the DCH Access Control Coordinator (clewis@dch.ga.gov and helpdesk@dch.ga.gov) immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Business Associate must update this Appendix D-2 as needed and provide the updated form to DCH.

DCH Project Leader Contact Information:

Marcey Alter
Deputy Director

Division of Medicaid/Aging and Special Populations
Georgia Department of Community Health
2 Peachtree Street, NW – 37th Floor
Atlanta, GA 30303
(404) 657-5467 – Phone
(770) 344-3896 - Fax
Email Address - malter@dch.ga.gov

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DCH Project Leader Contact Information:

Marcey Alter
Deputy Director
Division of Medicaid/Aging and Special Populations
Georgia Department of Community Health
2 Peachtree Street, NW – 37th Floor
Atlanta, GA 30303
(404) 657-5467 – Phone

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Email Address - malter@dch.ga.gov