

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSOURI DEPARTMENT OF CORRECTIONS
AND
MISSOURI DEPARTMENT OF SOCIAL SERVICES, CHILDREN'S DIVISION**

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to set forth an agreement between Missouri Department of Social Services, Children's Division (DSS-CD) and Missouri Department of Corrections (DOC) for the purpose of establishing consultation, communication and notification that aids both parties in identifying DOC offenders (herein after referred to as "common clients") or situations that pose a threat to children. Nothing in this MOU is intended to give a protected interest to any common client. This MOU is intended to guide staff actions.

II. Organizational Responsibilities

A. DOC and DSS-CD agree the following will be shared responsibilities of both agencies:

1. DOC and DSS-CD agree to define "common client" as a DOC offender who has also had contact with DSS-CD, as verified by name, date of birth, and social security number.
2. DOC and DSS-CD will develop a process to identify common clients between the two agencies.
3. DOC and DSS-CD will provide an overview of their agency's review and referral process to the other agency, which will include relevant offender information agreed to by both agencies.
4. DOC and DSS-CD will work together towards utilizing each agency's existing databases in order that information may be shared between the two agencies. DOC and DSS-CD will not add confidential information into this database, but will share relevant confidential information as otherwise provided in this agreement. DOC and DSS-CD agree that they will comply with all state and federal statutes and regulations and policies governing the confidentiality of the information shared between DOC and DSS-CD pursuant to this agreement. DOC and DSS-CD agree that neither will redisclose confidential information received from the other unless otherwise authorized or required by state or federal statutes or regulations.

B. DOC and DSS-CD agree the following will be the responsibilities of the DSS-CD:

1. DSS-CD will notify and invite designated Probation and Parole staff to Family Support Team (FST) meetings when agreed to by the family or where necessary for the care and treatment of the child(ren), notwithstanding the family's failure to agree.
2. DSS-CD will notify and invite designated Probation and Parole staff to Continuous Quality Improvement (CQI) meetings.

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3. DSS-CD will notify and share information with designated Probation and Parole staff on any hotline report of abuse or neglect concerns involving DOC common clients who are currently on Probation or Parole.
 4. DSS-CD will disseminate a local DSS-CD staff directory to Probation and Parole that includes employee contact information and will update that information as required for performance under this MOU.
 5. DSS-CD will provide designated Probation and Parole staff with a signed copy of a common client's written service agreement.
 6. DSS-CD will provide designated Probation and Parole staff with a record of a common client's history when the client is an alleged perpetrator of child abuse and neglect (Child Abuse and Neglect, CA/N-5) on all prior Preponderance of Evidence findings. It will also provide a summary of the treatment provided to the alleged perpetrator as well as available treatment plans the court may wish to consider.
 7. DSS-CD will provide designated Probation and Parole staff with a copy of any Critical Incident Report involving a common client when such notification is reasonably necessary to ensure the safety of a child or assist in the investigation of an allegation of abuse or neglect involving the common client as the alleged perpetrator.
 8. When the purpose of the request is to ensure the safety and protection of a child, DSS-CD will exchange written and/or verbal confidential information specifically relating to child protection with designated Probation and Parole staff as requested.
 9. DSS-CD will educate DSS-CD staff on the established MOU guidelines during basic training and continuing education classes.
 10. DSS-CD will incorporate the MOU guidelines into Section 5-2-1 of the Child Welfare Manual (CWM) and cross-reference the MOU in all additional applicable sections.
 11. DSS-CD will share available resources when feasible with Probation and Parole staff and the common clients when such resource could strengthen the family and/or improve family functioning such as the availability of parenting classes.
 12. DSS-CD staff will cooperate with the Missouri Reentry Process within the context and terms of this MOU.
 13. DSS-CD will develop an ongoing effectiveness assessment of the MOU results.
- C. DOC and DSS-CD agree the following will be the responsibilities of the DOC:

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1. DOC designated Probation and Parole staff will cooperate with the Family Support Team (FST) meeting process upon consent from the family or where necessary for the care and treatment of the child(ren), notwithstanding the family's failure to agree.
2. DOC designated Probation and Parole staff will utilize the hotline reported concerns from DSS-CD and take appropriate action.
3. DOC designated Probation and Parole staff will notify DSS-CD of violations associated with common clients that pertain to child protection.
4. DOC will educate DSS-CD on local staff contact information and will update that information as required for performance under this MOU.
5. DOC designated Probation and Parole staff will provide DSS-CD with a copy of the common client's Probation and/or Parole Orders until case closure with DSS-CD.
6. DOC will provide DSS-CD with requested information relating to the record of a common client's history, including but not limited to Criminal History, drug screening history, and violation history.
7. DOC will provide DSS-CD with relevant information from a "Notification of High Profile Event" involving a common client when such notification is reasonably necessary to ensure the safety of a child or assist in the investigation of an allegation of abuse or neglect involving the common client as the alleged perpetrator.
8. DOC designated Probation and Parole staff will exchange written and/or verbal confidential and public information specifically relating to child protection of the common client with DSS-CD as requested.
9. DOC will educate DOC staff on the established MOU guidelines during basic training and continuing education classes.
10. DOC – Probation and Parole will incorporate the MOU guidelines into the Probation and Parole Operations Manual and cross-reference the MOU in all additional applicable sections.
11. DOC designated Probation and Parole staff will share resources when feasible with DSS-CD and the common clients.
12. DOC will notify and invite DSS-CD to Missouri Reentry Process meetings.
13. DOC will develop an ongoing effectiveness assessment of the MOU results.

III. Period

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- A. This MOU covers the period from date of the final signature through one (1) year.
- B. This agreement may not be revised or otherwise modified except on written agreement by both parties.
- C. This agreement may be renewed for two (2) additional one (1) year periods with thirty (30) days written notice prior to the expiration date and shall be effective upon signature of both parties.
- D. This agreement may be terminated by either party with or without cause upon thirty (30) days written notice provided to the other party.

This Memorandum of Understanding is agreed to and accepted:

_____ Celesta Hartgraves Acting Director, Children's Division Department of Social Services	_____ Date
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_____ Ronald Levy, Director Department of Social Services	_____ Date
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_____ J. Scott Johnston, Chief State Supervisor Probation and Parole Department of Corrections	_____ Date
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_____ George Lombardi, Director Department of Corrections	_____ Date
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