

## **Memorandum of Agreement**

This Memorandum of Agreement (MOA) is entered into by and between the Kansas Department of Corrections (KDOC) at 714 S.W. Jackson, Topeka, Kansas, Kansas Supreme Court, Office of Judicial Administration (OJA), 301 S.W. 10<sup>th</sup> Ave., Topeka, Kansas, and the Kansas Department for Children and Families (DCF), 555 S. Kansas Ave., Topeka, Kansas, collectively referred to herein as “the parties.” The parties understand and agree as follows:

**WHEREAS**, 2016 Senate Bill 367 (SB367), and amendments thereto, resulted in changes to the juvenile justice system in Kansas and in the caseloads of juveniles in the custody of and/or supervised by KDOC-Juvenile Services (KDOC-JS), OJA, and DCF; and

**WHEREAS**, KDOC, OJA and DCF desire to identify and measure the impact of SB367, and amendments thereto, on the caseloads of the parties through collection and exchange of data; and

**WHEREAS**, K.S.A. 75-52,162 provides the authority for KDOC, OJA, and DCF to exchange such data; and

**WHEREAS**, the parties understand and agree that the purpose of exchanging data is to:

1. Calculate and analyze recidivism, as defined by the Juvenile Justice Oversight Committee, to assist in accomplishing duties outlined in K.S.A. 75-52,161. Recidivism as defined by the JJOC is a delinquency adjudication or adult conviction in Kansas while under court supervision or in DOC custody, or within 24 months of discharge from supervision or custody, where supervision is defined as court services probation, community corrections probation, and other community supervision; and
2. Analyze statistics regarding Crossover Youth. Crossover Youth is defined as a young person age 10 or older with any level of concurrent involvement with the child welfare and juvenile justice system.
  - Involvement in the juvenile justice system includes: court ordered community supervision, and Immediate Intervention Programs (IIP).
  - Involvement in the child welfare system includes: out of home placement, an assigned investigation of alleged abuse or neglect with a youth person named as an alleged perpetrator, and/or participation in voluntary/preventive services cases that are open for services.

**NOW, THEREFORE**, the parties agree to the following:

- I. To calculate recidivism:
  - a. KDOC will provide to OJA information regarding all juveniles who completed or are currently under immediate intervention or probation supervision by the KDOC, or its community corrections agents. The data range will begin with State Fiscal Year 2019 and continue each fiscal year

thereafter. Such data exchange shall occur at least annually each state fiscal year and will consist of information from the previous year. Such information, when available, shall include name, year of birth, last four digits of social security number, demographic information (age, gender, race, and ethnicity), offense date, adjudicated offense, case number, adjudication date, disposition date, disposition, discharge, and discharge status (successful or unsuccessful).

- b. OJA will provide to KDOC information regarding all juveniles who completed or are currently under court services probation supervision by the courts. The data range will begin with State Fiscal Year 2019 and continue each fiscal year thereafter. Such data exchange shall occur at least annually each state fiscal year and will consist of information from the previous year. Such information, when available, shall include name, year of birth, last four digits of social security number, demographic information (age, gender, race, and ethnicity), offense date, adjudicated offense, case number, adjudication date, disposition date, disposition, discharge, discharge status (successful or unsuccessful), and court case filing data.

II. To analyze statistics regarding Kansas crossover youth:

- a. KDOC will provide to OJA and DCF information regarding all juveniles who completed or are currently under immediate intervention or probation supervision by the KDOC, or its community corrections agents. The data range will begin with State Fiscal Year 2019 and continue each fiscal year thereafter. Such data exchange shall occur twice a year, in May and November, and will consist of information from the previous six months. Such information, when available, shall include name, year of birth, last four digits of social security number, demographic information (age, gender, race, and ethnicity), offense date, adjudicated offense, case number, adjudication date, disposition date, disposition, discharge, and discharge status (successful or unsuccessful). KDOC will also provide to OJA and DCF the same available information in section II.a regarding all juveniles detained in juvenile detention centers.
- b. OJA will provide to KDOC and DCF information regarding all juveniles who completed or are currently under court services probation supervision by the courts. The data range will begin with State Fiscal Year 2019 and continue each fiscal year thereafter. Such data exchange shall occur twice a year, in May and November, and will consist of information from the previous six months. Such information, when available, shall include name, year of birth, last four digits of social security number, demographic information (age, gender, race, and ethnicity), offense date, adjudicated offense, case number, adjudication date, disposition date, disposition, discharge, discharge status (successful or unsuccessful), and court case filing data for juvenile offenders

and children in need of care. OJA will provide court case filing data for juvenile offender filings and child in need of care filings. Such information, when available, shall include name, year of birth, last four digits of social security number, demographic information (age, gender, race, and ethnicity), offense date, charge, case number, adjudication date, disposition date, and disposition.

- c. DCF will provide to KDOC and OJA information regarding any child placed into DCF custody 10 years of age or older as of June 30, 2018. Such data exchange shall occur twice a year, in May and November. The information shall include, but is not limited to: the name of youth, year of birth, last four digits of social security number, demographic information (age, gender, race, and ethnicity), removal reasons as set forth in initial Order for removal of the child, date of removal of any child, placement history and number of placement changes, permanency goal, permanency outcome, date of release from DCF custody, basis for release from custody and any assigned investigation of alleged abuse or neglect with the young person named as an alleged perpetrator. DCF will also provide to KDOC and OJA the same available information in section II.c for in-home and prevention cases, including Family Preservation, Family First, and Family Services.
- d. The crossover youth coordinators with KDOC, OJA, and DCF will match the data across the three agencies to identify crossover cases. The coordinators will work together to create one aggregate report.

III. In the event where data may conflict and cannot be resolved, parties will consult to resolve the discrepancies.

IV. Information Security. Each party shall:

- a. Maintain the information obtained pursuant to this MOA according to and in compliance with any applicable state and federal confidentiality laws, rules, and regulations;
- b. Ensure the security and confidentiality of the data it acquires under this agreement;
- c. Protect against any anticipated threats or hazards to the security or integrity of the data;
- d. Protect against unauthorized access to or use of such data that could result in substantial material harm to parties to this agreement or to any individual whose identifying information is included in the data;
- e. Ensure proper disposal of the data;
- f. Complete any other agreement required by a party in order to comply with existing laws, rules, or regulations regarding access to information held by that party;
- g. Take appropriate action to address any incident of unauthorized access to the data; and

- h. Notify all parties in writing as soon as possible, but in no event later than two business days, of any incident of unauthorized access to or unauthorized disclosure of the data or of any other breach in security that materially affects the parties or the individuals whose identifying information is included in the data.

V. These data elements shall not be further disseminated beyond KDOC, OJA, and DCF except in aggregate data form.

#### VI. TERM OF AGREEMENT

The term of this agreement shall commence on November 1, 2021 and shall continue in operation and effectiveness until the MOA is terminated pursuant to Section VII.

#### VII. MODIFICATION OR TERMINATION

Modification or extension of the terms of this agreement may be made only in writing and only if signed by all parties hereto. Any party to this MOA may terminate its participation in this MOA for any reason with thirty (30) days written notice of such termination to the remaining parties. Such notice of termination will be served in accordance with Section VIII.

#### VIII. NOTICES

Any notices by one party to another party must be in writing and properly addressed to the party as follows:

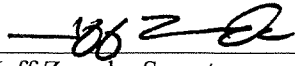
Deputy Secretary of Community Based Services  
Kansas Department of Corrections  
714 SW Jackson, Suite 300  
Topeka, KS 66603

Chief of Trial Court Services  
Office of Judicial Administration  
301 SW 10th Avenue, Room 337  
Topeka, Kansas 66612

Secretary  
Kansas Department for Children and Families  
555 S. Kansas Ave., 6<sup>th</sup> Floor  
Topeka, KS 66603

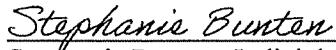
IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the day and year identified by the signatures below.

**KANSAS DEPARTMENT OF CORRECTIONS**

  
Jeff Zmuda, Secretary

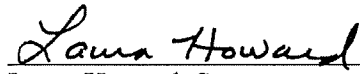
Date: 09/21/2021

**OFFICE OF JUDICIAL ADMINISTRATION**

  
Stephanie Bunten, Judicial Administrator

Date: 09/21/2021

**KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES**

  
Laura Howard, Secretary

Date: 10/25/2021