

To: All staff of the Department of Juvenile Justice and Cabinet for Families and Children

From: Ralph E. Kelly, Ed.D., Commissioner of the Department of Juvenile Justice and Bonnie Hommrich, Deputy Commissioner for the Cabinet for Families and Children

Date: March 29, 1999

Re: Memorandum of Understanding between the Department of Juvenile Justice and the Cabinet For Families and Children

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Attached is a Memorandum of Understanding adopted by the Department of Juvenile Justice and the Cabinet for Families and Children. This memorandum is intended to resolve issues regarding treatment that arise in providing services to the children of the Commonwealth of Kentucky. We jointly expect that employees of both agencies will make a good faith effort to utilize and enforce the terms of this memorandum.

The Committee, which drafted this document, will be meeting on a regular basis to address questions, concerns and possible revisions regarding this memorandum. Staff should direct any comments or questions to their designated agency representative for discussion by the Committee at these meetings. The representative of the Department of Juvenile Justice is Vicki Reed, (502) 573-2738. The representative for the Cabinet for Families and Children is Sheila Redmond, (502) 564-7900. It is suggested that questions and comments be submitted to either representative in writing by e-mail, or other means, however, in situations requiring immediate attention they may be reached by telephone.

It is hoped that this Memorandum will foster an attitude of cooperation between staff of both agencies and will assist both agencies in providing quality services to children and families of the Commonwealth of Kentucky and to eliminate any appearance of disagreement, particularly in court. Please review the guidelines carefully. Thank you for your cooperation and good faith effort to make this Memorandum of Understanding a success.

Bonnie Hommrich  
Bonnie Hommrich,  
Deputy Commissioner  
Cabinet for Families and Children  
Signed on 30th of March, 1999

Ralph E. Kelly  
Ralph E. Kelly, Ed.D.  
Commissioner  
Department of Juvenile Justice  
Signed on 31st of March, 1999

Department of Juvenile Justice and Cabinet for Families and Children

Memorandum of Understanding

In a spirit of cooperation between the Department of Juvenile Justice ("DJJ") and the Cabinet for Families and Children ("CFC"), and in an effort to provide services to serve the best interests of the children of the Commonwealth of Kentucky and their families, the following guidelines are adopted to assist the personnel of each agency in providing the most appropriate services and treatment to children and their families:

- Both agencies agree that the best interest of the child is the governing factor in interpreting this memorandum of understanding;
- Neither agency will attempt any court action or generate courtroom conflict in violation of the spirit of this agreement;
- Best efforts will be made by staff of each agency to resolve issues of care and treatment between themselves without resorting to the juvenile courts. Staff will make every effort to avoid the appearance of being at odds with their counterpart agency over what is in the best interest of the child and family;
- Each party will give advance notice to their respective counterpart when dispositional recommendations will be made or it is anticipated that the other agency will be impacted by the court's decision;
- DJJ will make a good faith effort to include the parents, guardians or legal custodians of a child in the child's treatment and to utilize family resources where appropriate in determining the proper placement of a child;
- CFC will accept all reports of abuse, neglect or dependency on a child committed or probated to DJJ (who is not placed in a residential treatment facility) and investigate them according to the law. This memorandum of understanding is to be read in conjunction with the Memorandum of Understanding between the Justice Cabinet and Cabinet for Families and Children entered into on October 14, 1998, and shall not impact that agreement. When issues of abuse, neglect or dependency have arisen after a DJJ committed child has been placed at home on supervised placement, DJJ will cooperate with CFC in the investigation. DJJ will not place a child at home on supervised placement where it is known abuse, neglect or dependency is likely without first consulting with local staff of CFC to determine if there would be safety concerns;
- Both DJJ and CFC will utilize KRS 610.160, any time it is appropriate, to ask for the court's assistance in compelling the parents, guardians or legal custodians of a child

to participate in the child's treatment and care, particularly where such efforts might result in avoiding a commitment of the child to either agency;

- Similarly, DJJ and CFC will seek mental health treatment and care for a child, pursuant to KRS 645, when such care is in the best interest of the child and will possibly avoid the child being committed to either agency. In order to avoid a commitment of a child to either agency, DJJ and CFC will make themselves available to and assist the court in facilitating hospitalization of the child;
- Children 14 years of age or younger who are charged with a misdemeanor against a family member and it is their first public offense, will be treated as a status offender;
- A commitment of a child to DJJ as a public offender will be cause to terminate a status commitment. However, a commitment to DJJ as a public offender will not be cause to terminate an abuse, neglect or dependency commitment. In the latter situation, both agencies will work together in the best interest of the child. However, for the duration of the public offender commitment, DJJ will take primary responsibility for the care and treatment of the child;
- DJJ will assume responsibility for any status conduct committed by a child either probated or committed to DJJ;
- DJJ will provide "after-care" treatment to all children previously committed to CFC as abused, neglected or dependent and subsequently committed to DJJ who have completed a residential treatment program. After-care will consist of the child stepping down to the least restrictive placement that is available and appropriate for the child. Least restrictive placement is defined as an alternative placement, including but not limited to the child's home, a foster home, group home, or private child care facility. (See attachment for further explanation). The period of after-care will be for a minimum of six months. DJJ may rescind their commitment after the child has successfully completed six months of after-care. Successful completion consists of the child generally cooperating with their treatment plan and committing no new offenses or violations;
- Children committed to DJJ who begin placement in a less restrictive alternative may be released from DJJ commitment after six months of successful treatment as previously defined;
- DJJ staff will notify the appropriate CFC community worker at least 90 days prior to the anticipated completion of the DJJ commitment in order to facilitate a smooth and effective transition. In cases involving a TPR child, the DJJ worker will notify the CFC worker as soon after commitment as possible so that on-going communication can be achieved to facilitate a smooth and effective transition at a later date;
- In those situations where issues of dependency arise during the DJJ commitment (for example both parents die) the DJJ worker will give CFC at least 90 days notice prior

to an anticipated release from DJJ commitment so that CFC can investigate and file a petition with juvenile court for dependency, if necessary:

- In matters of referrals for abuse, neglect or dependency, DJJ agrees to provide any and all records in its possession and control to CFC regarding that child, to the extent permitted by law. Likewise, CFC will share any and all records in its possession and control, regarding a child who is probated to DJJ to the extent permitted by law.
- The parties agree to meet at the request of either party to consider in good faith any future modifications or additions to the guidelines set forth in this Memorandum of Understanding.

It is understood that these are merely guidelines, and that facts and circumstances of a particular case may require a different result than the guidelines direct in order to serve the best interest of a child. As such, this memorandum of understanding is to assist DJJ and CFC workers in serving their clients and is not binding on the courts. In the event the community workers from each agency cannot agree on the best course of action to take regarding a given child, after having consulted with their respective supervisors and these guidelines, the specific case information should be forwarded to each agency's central office to try to reach a resolution to the matter. If a mutual decision cannot be reached, each side shall submit a memorandum of their position to the Cabinet for Families and Children, Department of Community Based Service's Psychiatric Consultant and the Department of Juvenile Justice's Clinical Coordinator, who will make the decision. In the unlikely event that a consensus cannot be reached at either level, the matter will be referred to a mutually agreed upon arbitrator whose decision will be final.

Inasmuch as the purpose of this Memorandum is to foster a spirit of cooperation between agencies and to serve the best interests of the child, and not an attempt to reduce caseloads, it is understood that neither agency will initiate petitions in an attempt to transfer youth to the other agency in violation of the spirit of this Memorandum of Understanding.

Bonnie Hommrich

Bonnie Hommrich, Deputy Commissioner  
Cabinet for Families and Children  
Signed on 30th of March, 1999

Ralph E. Kelly

Ralph E. Kelly, Ed.D., Commissioner  
Department of Juvenile Justice  
Signed on 31st of March, 1999

## DJJ/CBS Memorandum of Understanding

### LEAST RESTRICTIVE PLACEMENT

**Definition:** Least restrictive placement is defined as an alternative placement, including but not limited to the child's home, a foster home, group home, or private child care facility.

Generally, none of DJJ facilities are considered a "least restrictive setting". An exception might be made for a youth living in a DJJ group home that is totally mainstreamed into regular school.

The following would be considered treatment settings and would generally not be considered as an initial "least restrictive" setting:

- Brooklawn
- Buckhorn
- Cedar Creek
- Children's Home of Northern Ky
- Christian Church Homes
- Dessie Scott-campus
- Diocesan Catholic Children's Home
- Cumberland Hall (we aren't using at present but in case we do at some point)
- Gertrude Ramey
- Hack Estep
- Kentucky Youth Academy
- Maryhurst-campus program
- Methodist Home
- Baptist Programs

Exceptions might be made in case by case exceptions for example a youth placed in lowest level of one of these programs who is attending public school, has had parental rights terminated, and/or is of young age.

CHECKLIST OF INFORMATION  
TO PROVIDE TO CENTAL OFFICE

- ✓ Child's name
- ✓ County
- ✓ Child's age
- ✓ Are parental rights terminated?
- ✓ List the child's previous CFC and DJJ commitment/probation history
- ✓ Child's criminal record, if any
- ✓ Current criminal charge and explanation
- ✓ Whether the local worker's supervisor and or branch manager was consulted
- ✓ Whether there was consultation with DJJ or CFC local staff before referral to C.O.
- ✓ Please state what you believe is in the child's best interest and a brief explanation of this matter