

Allegheny County Department of Human Services  
And  
Allegheny County Juvenile Probation Office

Data Sharing and Data Release Agreement

**Parties:**

This agreement is made between the Allegheny County Department of Human Services herein after referred to as ACDHS and the Allegheny County Juvenile Probation Office herein after referred to as ACJPO.

**Background:**

ACDHS is responsible for providing and administering human services to Allegheny County residents. ACDHS is dedicated to meeting these human services needs, most particularly the County's most vulnerable population, through an extensive array of prevention, early intervention, crisis management and aftercare services provided through its program offices. ACDHS services include: programs serving the elderly; mental health services (including 24-hour crisis counseling); drug and alcohol services; child protective services; at risk child development and education; hunger services; emergency shelter and housing for the homeless; energy assistance; non-emergency medical transportation; job training and placement for youth and adults; and, services for persons with mental retardation and developmental disabilities.

ACJPO is responsible for the supervision of Allegheny County youth 10-18 adjudicated delinquent by the Family Division of the Allegheny Court of Common Pleas. The mission of the ACJPO is to reduce and prevent juvenile crime; promote and maintain safe communities; and improve the welfare of the youth and families who are served by the Court. ACJPO provides a number of services in the community, the schools and when youth cannot be maintained safely in their communities residential placement services.

There is considerable overlap among the youth served by ACDHS and ACJPO. Both parties have their own information systems which contain information about individuals they serve. This includes client demographic data, provider data as well as service data. Further, the parties make use of many of the same community providers to provide direct services to the children and youth for whom they have supervisory responsibility. Additionally, a significant portion of the youth they serve fall within the area of jointly case managed cases. Also the parties are jointly participating in a MacArthur Foundation project focused on improving the delivery of mental health services for adjudicated juvenile delinquents.

The Pennsylvania Department of Public Welfare has recently indicated that Allegheny County, along with all the other counties in Pennsylvania, will have to report and track movement of youth between the juvenile justice and child welfare systems.

ACDHS, as part of its computing architecture maintains and operates a Data Warehouse (DW) which makes it possible to match and report on individuals who are served by both systems including the dates of acceptance and discharge.

**Purpose of Agreement:**

In order to (1) better serve the youth who are the responsibilities of both parties; (2) improve the delivery of services to children and youth of Allegheny County; (3) meet the reporting requirements of the State and Federal Governments; and (4) complete the requirements under the MacArthur Foundation Project, it is agreed that the parties will share information with each other about the children and youth for whom they are individually and mutually responsible.

**Responsibilities of ACJPO:**

1. Designate an individual to serve as a single point of contact for ACDHS. ACJPO will notify ACDHS in writing if the designated contact is to change.
2. Provide a monthly file of the ACJPO youth who were under the supervision of ACJPO. Such file will include the following data elements:
  - a. ID Number
  - b. Last name
  - c. First name
  - d. Any alias
  - e. Legal address including the street number, street name, city, state, zip code
  - f. Date of birth
  - g. Gender,
  - h. Race
  - i. Ethnicity
  - j. Social Security Number
  - k. Date of Adjudication
  - l. Date of acceptance
  - m. Date of Discharge
  - n. Type of office
  - o. Educational placement
  - p. Service provision
  - q. Discharge location
  - r. Living arrangement just prior to acceptance
3. Provide ACDHS a one time only history file of all ACJPO youth and providing the same data elements as contained in the monthly file.
4. Provide on a monthly basis a list of any information that by law is to be expunged from the ACJPO data base.
5. Work with ACDHS, Office of Information Management, to define any reports requested by ACJPO. Requirements shall include the frequency of the reports.

### **Responsibilities of ACDHS:**

1. Designate one liaison to serve as a single point of contact for ACJPO. ACDHS will notify ACJPO in writing, if the designated liaison is to change.
2. Bring into the data warehouse the one time history file and the monthly client file.
3. Work with ACJPO to define reports and data analysis which ACDHS will provide for ACJPO based on the history file and monthly files provided by ACJ.
4. Provide access to the individual identified by ACJPO to aggregate data in the DW.
5. Provide the identified individual the necessary training to be able to make appropriate use of the DW.
6. Return the monthly file to ACJPO showing which youth included in the file are receiving services from ACDHS. This information will be provided at the Program Office level.
7. Expunge individual information from the data warehouse based on the monthly list provided by ACJPO instructing ACDHS that the information pertaining to the individuals is to be expunged from the data warehouse.
8. ACDHS agrees that it will instruct any person having access to this information as to the security requirements and obligations and will inform such persons that they are bound by the confidentiality provisions of this agreement.
9. ACDHS agrees that any employee, contractor and/or agent having access to this information will execute a Non-Disclosure Agreement. ACDHS will retain the originals on file and promptly provide copies to ACJPO upon request. No other person shall be permitted access to this information.
10. ACDHS agrees that the individual information contained in the ACJPO extract will not be shared with any individual other than ACDHS staff and consultants working under contract with ACDHS without first receiving approval from the ACJPO. Aggregate information which shows relationships with other service systems such as the number of juveniles with mental health needs or substance abuse issues do not need prior notification and approval from the ACJ.

### **Confidentiality**

ACJPO and ACDHS must protect client confidentiality while sharing the information necessary to carry out this agreement. The use of this information is confined to activities and functions which are essential to this agreement. ACDHS and its employees, contractors, and/or agents may only have access to this information on a “need to know” basis.

### **General Provisions**

1. This agreement shall become effective on the date it is executed by both parties and shall remain in effect until canceled by either party upon 30-day written notice.
2. The data being shared under this agreement is to be used for administrative purposes only unless it is required to be used in jointly operated projects in the direct provision of services to the youth involved.
3. If either party believes that the other has breached any material terms of this agreement, it shall provide the other party written notice and request corrective action. If the party fails to cure the breach, within 30 days, then the party asserting the breach may immediately terminate the agreement.
4. Additions and changes to the provisions of this agreement may be made by mutual consent of the parties and shall become an attachment to this agreement.
5. ACDHS may not use this information for any commercial or political purpose.
6. This Agreement is not assignable, nor may ACDHS delegate duties described herein.
7. Each of the signatories to this agreement represents that he has full authority to enter into the Agreement and perform the obligations set forth herein.

**Contact Persons**

1. The ACDHS contact is:  
John M. Pierce, Deputy Director, Allegheny County Department of Human Services  
One Smithfield Street, 2<sup>nd</sup> floor  
Pittsburgh, PA 15222  
Telephone 412.350.5860                      Fax: 412.350.5220  
E-mail: [jpierce@dhs.county.allegheny.pa.us](mailto:jpierce@dhs.county.allegheny.pa.us)
2. The ACJPO contact is:  
David Evrard

In witness whereof, the parties hereto caused this Agreement to be executed by their duly authorized persons.

Allegheny County Juvenile Probation Office

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James J. Rieland, Administrator  
Allegheny County Department of Human Services

\_\_\_\_\_  
Date

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Marc Cherna, Director

\_\_\_\_\_  
Date