

IN THE JUVENILE COURT OF NEWTON COUNTY
STATE OF GEORGIA

IN RE:

MODELS FOR CHANGE INITIATIVE

A MEMORANDUM OF UNDERSTANDING BETWEEN:

- CANYON SOLUTIONS, INC.
- THE GEORGIA DEPARTMENT OF JUVENILE JUSTICE
- THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES
- THE NEWTON COUNTY DIVISION OF FAMILY AND CHILDREN SERVICES
- THE GOVERNOR'S OFFICE OF CHILDREN AND FAMILIES
- THE NEWTON COUNTY JUVENILE COURT

For the purpose of compiling data for the Models for Change Initiative (hereinafter referred to as the "Initiative"), Canyon Solutions, Inc., the Georgia Department of Juvenile Justice (hereinafter referred to as "DJJ"), the Georgia Department of Human Services, Division of Family and Children Services and the Newton County Department of Family and Children Services (hereinafter referred to as "DFCS"), the Governor's Office of Children and Families (hereinafter referred to as "GOCF"), and the Newton County Juvenile Court (hereinafter referred to as "the Court") agree to the following:

1. AUTHORITY AND PURPOSE:

1.1. PURPOSE OF THE AGREEMENT

The purpose of the Initiative is to improve multi-disciplinary policies and practices impacting youth with current or prior referrals to DFCS in the child welfare system that are entering into the juvenile justice system within the purview of the DJJ, DFCS, the Court, and any additional signatory agencies party to this Agreement. These policies and practices may include current arrest, intake, identification of dual involvement youth (youth who are before the Newton County Juvenile Court in connection with a delinquency matter and who have current or prior referrals to DFCS), court diversion, case planning and management, and court processing related to the treatment of the dually involved (sometimes referred to as "crossover") youth. The reforms in policies and procedures will improve screening and assessment, case management, case planning, resource allocation, and service delivery, and will provide an opportunity to positively impact multi-system youth and family outcomes.

The parties to this Agreement believe that greater multi-system coordination and integration is best accomplished through a comprehensive, strategic planning process that embraces and values inclusion of youth, families, and a broad-based representation of youth-serving agencies and organizations. This Agreement provides a framework through which the parties can effectively

gather and share data and establish a more detailed understanding of the populations served by the agencies taking part in the Initiative.

The parties to this Agreement agree that this Initiative promotes and fosters the purposes of both the Child Abuse Prevention and Treatment Act (CAPTA) and the Juvenile Justice and Delinquency Prevention Act (JJDPA) to develop services for crossover youth.

1.2. DEFINITION OF TARGET POPULATION

The parties mutually agree that the target population for the Initiative shall be defined as any youth who:

A. At any of the following points in the Juvenile Justice process:

- i. Referral to the Newton County Juvenile Court on a delinquent or status offense charge
- ii. Pre-adjudication hearing in Newton County Juvenile Court on a delinquent or status offense charge
- iii. Disposition hearing in Newton County Juvenile Court on a delinquent or status offense charge
- iv. Transfer of DJJ commitment supervision for a delinquent offense to Newton County from a juvenile court outside of Newton County

B. Is found to meet at least one of the following criteria:

- i. Has a current open DFCS child welfare case
- ii. Has been part of an open DFCS child welfare case within the prior 5 years

1.3. STATUTORY AUTHORITY

O.C.G.A. § 15-11-79(d) authorizes the Court to permit authorized representatives of DJJ, the Department of Corrections, the Governor's Office for Children and Families, and the Council of Juvenile Court Judges to inspect and extract data from any court files and records for the purpose of obtaining statistics on children and to make copies pursuant to the order of the court.

O.C.G.A. § 15-11-84 directs that "governmental agencies" shall exchange with each other all information, that is not held as confidential pursuant to a federal law and relating to a child which may aid a governmental entity in the assessment, treatment, intervention or rehabilitation of a child of the court.

42 U.S.C.A. § 5106a(d)(14), of the Child Abuse Prevention and Treatment Act (CAPTA), directs each State to which a grant is made to provide an annual report to the Secretary which includes the number of children under the care of the State child protection system who are transferred into the custody of the State juvenile justice system.

42 U.S.C.A. § 5633, of the Juvenile Justice and Delinquency Prevention Act (JJDPA), allows States to apply for grants for the purpose of developing programs to serve the crossover youth population. Further, the statute states that

the 3 year state plan required for JJDP A funding must establish policies and systems to incorporate relevant child protective services records into juvenile justice records for purposes of establishing and implementing treatment plans for juvenile offenders.

O.C.G.A. § 49-5-41(b) authorizes the Department of Family and Children Services to permit inspection of child abuse reports and the release of information from such records to individuals who are engaged in legitimate research for educational, scientific or public purposes who comply with the statute and obtain an order from a juvenile court judge. For purposes of this Agreement, the parties agree to comply with such Code Section and to make application for and to obtain an order for inspection of child abuse and neglect records from the Fulton County Juvenile Court.

2. ALL ENTITIES AGREE AS FOLLOWS:

2.1. PROTECTION OF CONFIDENTIAL AND PRIVILEGED INFORMATION

While in possession of confidential data provided by other parties to this Agreement, each party shall permit access to the data only to the minimum number of authorized employees necessary to achieve the purpose stated in this Agreement who will utilize the data solely as a part of work responsibilities in relationship to the implementation of this Agreement.

All parties also agree to store the data in a secure area, protect the confidentiality of the data, and prevent unauthorized access to the data. The parties understand that information provided by DFCS that includes child abuse and neglect records is protected and made confidential by O.C.G.A. § 49-5-40(b) et seq. The parties further understand that disclosure of information made confidential by O.C.G.A. § 49-5-40(b) in a manner contrary to law is a criminal misdemeanor. All persons authorized to have access to the data will certify to their understanding that they may be held individually liable for any and all criminal and civil penalties imposed under State and/or Federal laws for any breach of confidentiality for which they are solely or partially responsible.

Parties to this Agreement represent and warrant further that, except as specified this Agreement or as authorized in writing by all parties, such data shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person.

Further, all of the parties to this Agreement agree to ensure that no unauthorized user will have access to any confidential or privileged information. The parties shall report to DFCS any 1) use or disclosure of DHS/DFCS data not authorized by this Agreement or 2) request to inspect or obtain data provided by DFCS under the Georgia Open Records Act no later than one (1) calendar day after a party learns of such unauthorized access, use or disclosure or request under the Open Records Act. The parties shall cooperate with DFCS in its efforts to protect such confidential information from wrongful disclosure following a request under the Open Records Act and shall disclose such data to the party seeking it only as required by state or federal law. All personally identifiable information shall be treated as strictly confidential and shall not be disclosed or

provided to any employee or who has not signed the attached Data Confidentiality Agreement.

In addition:

- A. No individual data from such records shall be reported or published without prior review and prior written permission by the party who owns the data under the provisions of this Agreement.
- B. Data may not be copied or stored in any format, place or manner which will allow unauthorized persons to retrieve the data by means of computer, remote terminal or other means.
- C. Data may not be copied for any purpose without ensuring that security protocols are followed which will assure that unauthorized persons may not gain access to or obtain the data.
- D. Access to data shall be protected in accordance with the requirements this Agreement.
- E. Any breach, or suspected breach, of data confidentiality shall be reported no later than one (1) calendar day after discovery of the breach or suspected breach to all parties to this Agreement.
- F. Violation of this Agreement may be the basis for termination, and such other legal penalties as may be prescribed by State and/or Federal law.

2.2. LOCATION OF DATA AND CUSTODIAL RESPONSIBILITY

The parties mutually agree that DJJ will house the shared data. In this capacity, DJJ will be:

- A. responsible for the observance of all conditions for use and for the establishment and maintenance of security including appropriate protections for server firewalls and backups to protect data, and
- B. responsible as specified in this Agreement to prevent unauthorized use of shared data.

All parties agree the data provided to DJJ remains the exclusive property of the party sharing the data. Nothing in this Agreement will grant to or create in DJJ, either expressly or impliedly, any right, title, interest or license in or to the data provided to DJJ by the other parties. DJJ agrees that DHS/DFCS may conduct periodic audits at a mutually agreeable time to monitor the storage and access of DHS data, subject to DHS/DFCS' agreement to treat DJJ and third party information it may have access to in the course of such audit confidential, and DJJ also agrees to cooperate with DHS/DFCS in those audits.

3. DFCS SHALL:

- 3.1. Provide the Court and DJJ access to Child Protective Services (CPS) data required to identify youth who are part of the target population. The following demographic data for all children for whom referrals have been made or who are or have been a

part of an open DFCS case as of the date of the data production and for the prior five years, will be provided to DJJ, at times and in secure forms mutually agreed upon by DFCS and DJJ:

- A. Numeric SHINES Person Identifier
- B. First Name
- C. Middle Name or Initial
- D. Last Name
- E. Date of Birth
- F. Gender
- G. Ethnicity

It is anticipated that the data will be provided by DFCS to DJJ on a monthly basis.

- 3.2. Respond to information requests made by DJJ pertaining to data described above required for the Initiative. DFCS will respond from its records to questions 1, 3, 9, 10, 11, 12, 13, 14, 15, 16 and 25 of the attached Cross-Over Youth Data Project Dually-Involved Youth Initial Form, attached hereto as Annex A.
- 3.3. Provide data to DJJ under this Agreement in a manner mutually agreed upon, in writing, by DJJ and DFCS.
- 3.4. Not provide protected health information concerning the target population or any other person to DJJ or any other party to this Agreement for purposes of this Agreement.

4. THE COURT SHALL:

- 4.1. Identify youth with a delinquency case on file with the Court who also have current or prior involvement with DFCS as indicated by the data accessed under Section 3.1 above.
- 4.2. Create and manage electronic records of identified dually-involved youth in a database created by DJJ for the Initiative with the unique SHINES person identification number and other relevant data for that youth.

5. CANYON SOLUTIONS, INC, ACTING AS THE DATA CONTRACTOR FOR THE JUVENILE COURT, SHALL:

Provide to DJJ regular electronic reports from the Juvenile Court Activity Tracking System (hereinafter referred to as "JCATS") database of case files of identified dually-involved youth as determined by the data needs of the Initiative.

6. DJJ SHALL:

- 6.1. Regularly query the DJJ Juvenile Tracking System (hereinafter referred to as "JTS") database to identify youth who are committed to DJJ for a delinquent offense by a juvenile court outside of Newton County, and subsequently transfer to commitment supervision in Newton County.
- 6.2. Create and maintain a database of identified dually-involved youth with relevant data and identifiers from the JCATS, SHINES, and JTS databases.
- 6.3. Use the data obtained from DFCS only for the purposes permitted in this Agreement.
- 6.4. Sort, filter, and compile the aforementioned data solely for the purpose of assisting in accomplishing the purposes of the Initiative and this Agreement as stated in paragraph 1.1.

7. GOCF SHALL:

- 7.1. Use the data obtained from DJJ pursuant to this Agreement to explore methods of producing additional data and reports on juvenile justice issues consistent with the purposes of this Agreement set out in Paragraph 1.1.
- 7.2. Use the data obtained pursuant to this Agreement to be in compliance with the purposes of the Juvenile Justice and Delinquency Prevention Act (JJDP A).

8. NOTICES

The mailing address and telephone number for correspondence, reports, and other matters relative to this Agreement, except as otherwise provided, shall be directed to the parties as indicated below. The mailing addresses, telephone numbers and contact persons listed below may be changed during the term of this Agreement only by written notification to the other parties.

Attn: Janice Saturday
Address: Georgia Department of Human Services
Division of Family and Children Services
Two Peachtree Street, N.W., Suite 19.102
Atlanta, Georgia 30303
Telephone Number: 404-657-5133
Email: jmsaturday@dhr.state.ga.us

Attn: Joshua Cargile
Address: Georgia Department of Juvenile Justice
3408 Covington Highway
Decatur, GA 30032
Telephone Number: 404-508-7225
Email: joshuacargile@djj.state.ga.us

Attn: Andy Barret
Address: Canyon Solutions, Inc.
3100 W. Ray Road, Suite 145
Chandler, Arizona 85248
Telephone Number: 480-722-1216
Email: abarret@canyonsolutions.com

Attn: Rachel Rogers, Director
Address: Georgia Department of Human Services
Newton County Department of Family and Children Services
4117 Mill Street
Covington, Georgia 30014
Telephone Number: 770-784-2494
Email: retaylor@dhr.state.ga.us

Attn: Joe Vignati
Address: The Governor's Office of Children and Families
55 Park Place, NE, Suite 410
Atlanta, Georgia 30303
Telephone Number: 404-656-5183
Email: Joe.Vignati@children.ga.gov

Attn: Diana Summers
Address: Newton County Juvenile Court
1132 Usher Street
Covington, Georgia 30014
Telephone Number: 770-784-2060
Email: dsummers@co.newton.ga.us

9. ENTIRE AGREEMENT

This Agreement, together with the exhibits incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

10. INTERPRETATION

Any ambiguity in this Agreement shall be resolved to permit the parties to comply with applicable state and federal laws, rules and regulations. This Agreement shall be governed by, construed, and applied in accordance with the laws of the State of Georgia.

11. DURATION OF AGREEMENT

This Agreement shall become effective on or after the date of signature by all parties and the same shall extend for the duration of the Initiative, a period not to exceed one year from the date of its execution.

12. AMENDMENT TO THE AGREEMENT

The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification, or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto. Except for the specific provision of the Agreement that is amended, the Agreement remains in full force and effect after such amendment. The parties to this Agreement agree to continue to meet on a regular basis to review the data sharing process, and to review the Agreement as needed for applicability to all parties and for review of the services to be provided.

13. SEVERABILITY

If any term, covenant, or condition of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and enforceable.

14. NON-ASSIGNMENT

No party may, during the term of this Agreement or any renewals or extensions of this Agreement, assign or subcontract all or any part of the Agreement without the prior written consent of all parties hereto.

15. MISCELLANEOUS

- 15.1. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision of the Agreement.
- 15.2. Nothing contained in this Agreement shall be deemed to constitute either party a partner, agent or employee of the other party for any purpose.
- 15.3. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

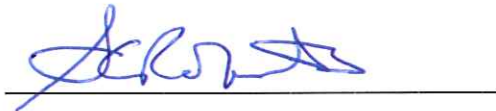
16. TERMINATION

- 16.1. Each party reserves the right to terminate this Agreement with sixty (60) calendar days prior written notice to the other parties. Upon termination of this Agreement for any reason, DJJ shall return or destroy all confidential data belonging to the terminating party within thirty (30) calendar days of the termination date.

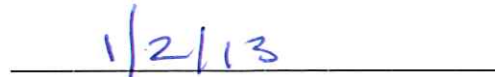
16.2. The obligations to ensure and protect the confidentiality of the data imposed on the parties by this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination of this Agreement.

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

For Newton County Juvenile Court:

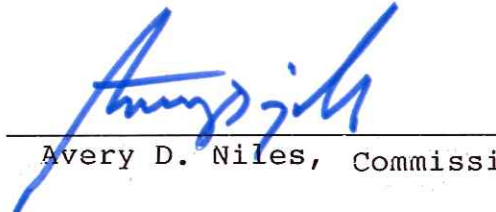


Judge, Sheri C. Roberts

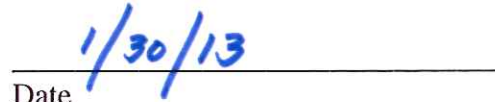


Date

For Georgia Department of Juvenile Justice:

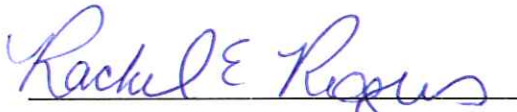


Avery D. Niles, Commissioner



Date

For Newton County Department of Family and Children Services:



Rachel Rogers, Director



Date

For Governor's Office for Children and Families:



Katie Jo Ballard, Executive Director



Date

For Canyon Solutions, Inc.:



Thomas L. Barrett, President



Date


10 2 13
For Department of Human Services, Division of Family and Children Services.:



Ron Scroggy, Division Director

2/7/13

Date



Clyde L. Reese, III, Esq.,
Commissioner

Feb 11, 2013

Date

Crossover Youth Data Project Dually-Involved Initial Form

These measures should be collected for all youth identified as dually-involved youth beginning on your designated start date and for all comparison youth your site identifies. Dually-involved youth, in this case, are defined by individual site definitions of target population for this work.

NOTE: Sites should be able to complete all of this information at the time a youth is identified as a dually-involved youth. These data should also be completed for comparison youth, if applicable.

GOLDEN RULE FOR DATA COLLECTION: WHEN SITE-SPECIFIC DEFINITIONS OF AN ITEM ARE NECESSARY, PLEASE DEFINE THE ITEM AS A TEAM AND IMPLEMENT THE DEFINITION CONSISTENTLY THROUGHOUT DATA COLLECTION. DENISE HERZ WILL CONTACT SITES AFTER DATA COLLECTION BEGINS TO DOCUMENT THOSE DEFINITIONS AND HOW THEY ARE IMPLEMENTED.

Color Code Key

Data from JCATS/JTS

Data from JCATS/ JTS and SHINES

Data entered in standalone database at Newton JC

Data from Newton BOE if possible, or entered in standalone database if not

Data from JTS

Data from SHINES/CPRS

Questions for Denise Herz

CASE INFORMATION	
1. Child Welfare Agency Tracking Number (Defined by Site—No Names or Personal Identifying Information)	[Redacted] (Recorded in JCATS)
2. Juvenile Justice Agency Tracking Number (Defined by Site—No Names or Personal Identifying Information)	[Redacted]
3. CPS/social worker Name (Optional)	[Redacted]
4. Juvenile Court/Probation/JJ Officer Name (Optional)	[Redacted]
5. Site Code (if multiple sites are represented in this jurisdiction—simply assign a number locally to the different areas)	Identified by Site—Please be consistent and provide information on codes used to Denise Herz _1_
BASIC INFORMATION ON IDENTIFIED DUALLY-INVOLVED YOUTH	
6. What was the date on which this youth was identified as a dually-involved youth?	DATE: [Redacted]

<i>For comparison youth, please use referral/arrest date for all cases.</i>	
a. Is this youth a comparison group youth?	<input type="radio"/> No <input type="radio"/> Yes

FINAL

<p>indicate his/her ethnicity in the next question.</p>	<p><input type="radio"/> American Indian <input type="radio"/> Other: _____</p>
<p>a. What is the youth's ethnicity?</p>	<p>_____ <input type="radio"/> Not Applicable</p>
<p>11. What was the youth's date of birth and what was his/her age at the time you identified him/her as a dually involved youth?</p>	<p>DOB Year: _____ AGE: _____</p>
<p>CHILD WELFARE EXPERIENCE INFORMATION</p>	
<p>12. At the time this youth was identified as a dually-involved youth, how many referrals to child welfare did this youth's family have (NOTE: A referral may or may not have been substantiated. Please count all previous referrals for youth with current or previous child welfare contact)</p>	<p>_____ # of times referred to child welfare including the most recent referral (i.e., the referral for which this case was opened) Please indicate '0' for youth without current or previous child welfare contact.</p>
<p>13. At the time this youth was identified as a dually involved youth, how long had he/she been involved in the child welfare system? NOTE: If a youth has multiple episodes with child welfare, please sum the total amount of time and if involvement was historical but not current, please count the time in the historical episode.</p>	<p><input type="radio"/> Not Applicable—No current or prior involvement with child welfare _____ Months (Please convert years into total Number of Months)</p>
<p>14. What was/were the reason(s) (i.e., court substantiated reasons) for his/her most recent entry into the child welfare system? Check all that apply. NOTE: If youth was previously not in child welfare, please indicate the reason(s) for his/her current involvement.</p>	<p><input type="radio"/> Neglect <input type="radio"/> Physical Abuse <input type="radio"/> Sexual Abuse <input type="radio"/> Other: _____</p>
<p>15. What type of child welfare services was he/she receiving during his/her most recent involvement in the child welfare system?</p>	<p><input type="radio"/> Not Applicable—No current or prior involvement with child welfare <input type="radio"/> Yes –voluntary/preventative services <input type="radio"/> Yes—court imposed services</p>

<p>23. What was youth's living situation (of record if AWOL/runaway) at the time he/she was arrested/referred to the juvenile justice system?</p>	<ul style="list-style-type: none"> <input type="radio"/> Home <input type="radio"/> Relative/Kinship Placement <input type="radio"/> Non-Relative Caregiver <input type="radio"/> Foster Care <input type="radio"/> Adoptive Placement <input type="radio"/> Shelter <input type="radio"/> Congregate Care/Group Home <input type="radio"/> Residential Treatment Center <input type="radio"/> Hospital <input type="radio"/> Supervised Independent Living <input type="radio"/> Correctional Facility <input type="radio"/> Other
<p>24. Was this youth AWOL (i.e., a runaway) at the time he/she was arrested/referred to the juvenile justice system?</p>	<ul style="list-style-type: none"> <input type="radio"/> No <input type="radio"/> Yes
<p>25. What was the youth's permanency goal at the time he/she was arrested/referred to the juvenile justice system?</p>	<ul style="list-style-type: none"> <input type="radio"/> Not Applicable—Not a Pathway 1 Youth <input type="radio"/> Not Applicable – Not removed from home <input type="radio"/> Remain at Home <input type="radio"/> Reunification <input type="radio"/> Adoption <input type="radio"/> Guardianship <input type="radio"/> Permanent Planned Living Arrangements <input type="radio"/> Emancipation <input type="radio"/> Long Term Foster Care <input type="radio"/> Other - Fit/Willing Relative <input type="radio"/> Other - None yet
<p>26. Did this offense occur at the place the youth was living at the time (e.g., home or placement)?</p>	<ul style="list-style-type: none"> <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> Don't know
<p>27. Did this offense occur at youth's school?</p>	<ul style="list-style-type: none"> <input type="radio"/> No <input type="radio"/> Yes—any relationship to school (generic) <input type="radio"/> Don't know
<p>28. At the time of this offense, did this youth have any prior arrests for criminal charges?</p>	<ul style="list-style-type: none"> <input type="radio"/> No <input type="radio"/> Yes—if so, how many? _____
<p>29. At the time of this offense, did this youth have any prior arrests/contacts for status offenses (i.e., running away, incorrigibility, truancy, etc.)?</p>	<ul style="list-style-type: none"> <input type="radio"/> Not Applicable—System Doesn't Capture <input type="radio"/> No <input type="radio"/> Yes, status offense

SIGNIFICANT RELATIONSHIPS, SCHOOL STATUS, AND BEHAVIORAL HEALTH	
<p>30. At the time the youth was identified as a dually-involved youth, did he/she have consistent and stable contact (i.e., predictable and positive contact) with any of the following family members and/or other significant, positive adults? <i>Check all that apply.</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> No contact with any family members or significant positive adult <input type="checkbox"/> Biological mother <input type="checkbox"/> Biological father <input type="checkbox"/> Other legal parent <input type="checkbox"/> Adoptive parent <input type="checkbox"/> Legal guardian <input type="checkbox"/> Step-parent <input type="checkbox"/> Grandparent <input type="checkbox"/> Aunt/Uncle <input type="checkbox"/> Siblings (at least one) <input type="checkbox"/> Friend of the family <input type="checkbox"/> Mentor <input type="checkbox"/> Teacher/School Counselor <input type="checkbox"/> Someone at church <input type="checkbox"/> Coach
<p>31. At the time the youth was identified as a dually-involved youth, was he/she involved in any pro-social programming (e.g., afterschool program, mentoring, extracurricular activities, etc.)? <i>Check all that apply.</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> No <input type="checkbox"/> Afterschool program <input type="checkbox"/> Mentoring program <input type="checkbox"/> Sports/athletic programs <input type="checkbox"/> Church program <input type="checkbox"/> Arts program (e.g., art, writing, theatre, dance, etc.) <input type="checkbox"/> Other extracurricular activities <input type="checkbox"/> Independent living program
<p>32. Was youth enrolled in school or an educational program at the time he/she was identified as a dually-involved youth?</p>	<ul style="list-style-type: none"> <input type="checkbox"/> No, not enrolled <input type="checkbox"/> No, graduated or completed GED <input type="checkbox"/> Yes, enrolled and attending <input type="checkbox"/> Yes, enrolled but not attending
<p>33. Was youth experiencing academic (i.e., poor performance) or behavioral problems at school at the time he/she was identified OR if not enrolled, at the time they stopped attending school?</p>	<ul style="list-style-type: none"> <input type="checkbox"/> No <input type="checkbox"/> Yes—academic (i.e., poor performance in the classroom leading up to the referral/arrest) <input type="checkbox"/> Yes—behavioral (i.e., youth received disciplinary actions, suspensions, or expulsions within the past 6 months prior to being identified) <input type="checkbox"/> Yes—exhibited problems in both areas
<p>34. Did youth have an Individual Education Plan at the time he/she was identified as a dually-involved youth OR if not enrolled, at the time they stopped attending school?</p>	<ul style="list-style-type: none"> <input type="checkbox"/> No <input type="checkbox"/> Yes—primary reason for IEP: _____

<p>35. At the time youth was identified as dually-involved youth, was there any indication that the youth suffered from mental health problems?</p>	<ul style="list-style-type: none"> <input type="radio"/> No Indication of Mental Health Problems <input type="radio"/> Yes, some indication of symptoms <input type="radio"/> Yes—diagnosed with mental health disorders (i.e., received DSM-IVR diagnoses)
<p>36. At the time youth was identified as dually-involved youth, was there any indication that the youth was using alcohol and/or drugs?</p>	<ul style="list-style-type: none"> <input type="radio"/> No <input type="radio"/> Yes—use/misuse (indications of use but doesn't form a pattern—e.g., youth has tried marijuana once or twice) <input type="radio"/> Yes—pattern of use (use is regular and consistent—e.g., youth uses marijuana every day before school) <input type="radio"/> Yes—abuse (youth has received a diagnosis of substance abuse) <input type="radio"/> Yes—dependency (youth has received a diagnosis of substance dependency)
<p>37. If youth has evidence of a pattern of use, substance abuse, or substance dependency, which of the following is a problem for the youth?</p>	<ul style="list-style-type: none"> <input type="radio"/> Not applicable—youth does not exhibit a pattern of use or have a diagnosis for abuse or dependency <input type="radio"/> Alcohol <input type="radio"/> Marijuana <input type="radio"/> Inhalants <input type="radio"/> Other drugs such as cocaine/crack, methamphetamine, heroin, ecstasy, etc.