



QLR SITE AGREEMENT BETWEEN THE GEORGIA OFFICE OF THE CHILD ADVOCATE AND HALL COUNTY, GEORGIA

THIS AGREEMENT is effective and shall terminate on the dates set forth in Section 2 of this AGREEMENT. This AGREEMENT is made and entered into by and between the Georgia Office of the Child Advocate (“OCA”), Hall County (“the County”), and the Northeastern Judicial Circuit Juvenile Court (“the Court”). This AGREEMENT will be the basis of the Quality Legal Representation Program (“the Program”).

WHEREAS, pursuant to O.C.G.A. § 15-11-70 *et seq.*, OCA is a state agency created to provide independent oversight of persons, organizations, and agencies responsible for providing services to or caring for children who are victims of child abuse and neglect or whose domestic situation requires intervention by the State; and

WHEREAS OCA is empowered to establish policies and procedures necessary to accomplish its purpose has the right to access all records and files of a child receiving protective services from the state per O.C.G.A. §§ 15-11-743(5) and 15-11-744(a)(2) and has the authority to contract as needed to support the work of the advocate per O.C.G.A. § 15-11-742(e); and

WHEREAS the State of Georgia provides a statutory right to counsel for both parents and children in child welfare cases pursuant to O.C.G.A. § 15-11-103, and counties and juvenile courts are responsible for implementing this right to counsel in every child welfare court case; and

WHEREAS the County currently provides attorney representation for children and parents appearing in the Court, and OCA has budgeted funding to conduct the Program in the County to improve the quality of legal representation and to seek partial reimbursement under Title IV-E of the Social Security Act for administrative costs of providing legal representation in dependency, termination of parental rights cases, and related cases (e.g., permanent guardianship, legitimation, etc.) as permitted under Title IV-E; and

WHEREAS the County and the Court wish to participate in the Program to better address the needs of the Court and the community it serves, and OCA wishes to assist the County in implementing and participating in the Program; and

WHEREAS OCA intends to support the County by seeking reimbursement under Title IV-E, to provide training and other support to attorneys providing representation in the Court, and to support the County and the Court in efforts to improve legal representation of children and parents involved with the County’s child welfare system; and

WHEREAS OCA has determined that the County expenditures are partially Title IV-E reimbursable by applying the Title IV-E penetration rate (varies by quarter) and the Title IV-E administrative matching rate of up to 50%; and

WHEREAS OCA, the County, and Court recognize that safe and lasting permanency for children in foster care is one of the primary outcomes sought by the child welfare system, and that providing children and parents with effective attorney representation advances the goals of permanency, stability, and substantial justice for children involved in child welfare cases;

NOW, THEREFORE, in consideration of their mutual promises and as set forth in this intergovernmental AGREEMENT and pursuant to the intergovernmental contract clause of the Georgia Constitution of 1983, Article IX, Section III, Paragraph I, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. Purpose of the AGREEMENT.** This AGREEMENT memorializes the understanding between OCA, the County, and the Court of the intention to secure Title IV-E reimbursement funding to support or offset the costs of implementation of customized strategies to better support dependency attorneys and to assure and enhance the quality of legal representation provided to children and parents in dependency cases and related proceedings.
- 2. Term of AGREEMENT.** This AGREEMENT shall be effective as of July 1, 2025 and shall continue in force and effect until September 30, 2026. This AGREEMENT may be extended by mutual agreement of the parties in writing, in accordance with their respective policies, and for a total length of time which shall not exceed the limitation provided in the intergovernmental contract clause of the Georgia Constitution. This AGREEMENT shall supersede any agreement between the parties for administration of the Program that was executed on a date prior to the date of execution of this Agreement.

3. Responsibilities and Scope of Services.

A. Shared Responsibilities: To create and implement strategies to improve legal representation of children and parents, the County, the Court, or OCA shall:

- i. Require attorney participation in training provided or approved by OCA during the term of this MOU;
- ii. Implement a process for case assignment/docketing based on a one judge, one team approach where feasible;
- iii. Ensure the system of dependency attorney employment, payment, and oversight for representation of children and parents is independent of the court and of other parties to the litigation, and that it does not otherwise create conflicts of interest;
- iv. Assess current attorney caseloads and establish targets, if needed, for reasonable caseloads within the County to be achieved by an agreed upon time frame, taking into account funding and resources needed to reduce caseloads;
- v. Incorporate minimum practice guidelines created or approved by OCA, such as those promulgated by the National Association of Counsel for Children and the American Bar Association, into attorney contracts, policies, and/or administrative orders and develop a local system to monitor and encourage compliance with the guidelines; and
- vi. Facilitate regular opportunities for local stakeholder feedback and partnership designed to improve representation and sustain positive impacts of the Program.

B. The County and the Court shall:

- i. Provide legal representation for children and parents in all dependency, termination of parental rights (TPR), and related child welfare cases in juvenile court;
- ii. Assist as needed with data collection to evaluate any aspect of the Program;
- iii. Work with OCA to develop strategies to address concerns with the quality of representation provided in the Program. These strategies shall not affect the authority of the Court to appoint or remove a participating attorney from a particular case or cases for legal cause (including, but not limited to, conflicts of interest) or supplant procedures related to violations of the Georgia Bar Rules;
- iv. Require contract attorneys to submit invoices separating dependency expenses from other representation expenses to ensure that only allowable expenses are submitted for reimbursement;
- v. Collect and provide OCA with data on the County's expenditures for representation, as requested by OCA, and certify the accuracy of expenses for purposes of obtaining reimbursement;
- vi. Receive funds obtained through the Title IV-E reimbursement and disburse to the department that administers the funding for representation of children and parents in dependency, termination of parental rights, and related cases such as permanent guardianship and legitimation;
- vii. Reimburse OCA for any IV-E funds received that are subsequently disallowed by the responsible authorities at the State or Federal level;
- viii. Allow OCA and its contractors full access to court proceedings and files as needed for evaluation of legal representation and for implementation of the Program;
- ix. Work with OCA to schedule onboarding and ongoing training of attorneys in the Program;
- x. Work to ensure that all court orders are uploaded into the Court Process Reporting System or to any successor data system approved by OCA; and
- xi. Execute any standing orders or internal protocols necessary to effectively implement elements of the Program during the period of this AGREEMENT.

C. OCA shall:

- i. Provide the County with 85% of the Title IV-E reimbursement funds paid to OCA by the Georgia Division of Family and Children Services based upon the County's claimed expenditures for administration of child and parent legal representation;
- ii. Provide training and expertise on the Title IV-E reimbursement process to employees designated by the County and to dependency attorneys;
- iii. Provide legal training and ongoing support for attorneys providing dependency legal services within the Court;
- iv. Work with the County and the Court to develop and implement strategies to enhance and improve the quality of legal representation being provided to children and families in child welfare court cases; and
- v. Determine and implement methods to measure outcomes of the Program.

4. **Notice and Liaisons.** The parties will coordinate and conduct communications through their respective Liaisons identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective Liaisons will be deemed communications and notices from the party. Either party may designate a new Liaison,

indefinitely, for a stated time period, or for certain designated matters.

For OCA:	For the County:
Jenifer Carreras	Sommer Green
Deputy Director	Grants Manager
2 Capitol Square SW	PO Box 1435
Atlanta, GA 30334	Gainesville, GA 30503
jcarreras@oca.ga.gov	sgreen@hallcounty.org
404-656-4200	770-297-5503
For the Court:	
Amanda Dean	
Presiding Judge, Juvenile Court	
PO Box 311	
Gainesville, GA 30503	
amanda.dean@nejcga.gov	
770-531-6927	

5. **Termination.** This AGREEMENT may be terminated by either party upon thirty (30) days written notice. Written notice shall be given to the Liaisons listed in Section 4 above.
6. **Amendment.** This AGREEMENT may be amended by mutual agreement of the parties by a writing of equal dignity.
7. **Cooperation.** The parties agree to cooperate with each other in the performance of the services under this AGREEMENT including each party providing the other party with timely access to information and resources to meet the objectives of this AGREEMENT. Further, the parties acknowledge that unforeseen issues may arise during the period of this AGREEMENT. The parties agree to work cooperatively to resolve such issues.
8. **Liability.** Each party shall act at its own risk and responsibility. Nothing contained in this AGREEMENT shall make, or shall be construed to make the OCA, the County, or the Court liable to a third party for the debts or obligations of the other.
9. **Confidentiality.** The parties acknowledge that in order to perform their obligations as called for in this AGREEMENT, it may be necessary to disclose to each other certain information considered to be personal, private, or confidential ("Confidential Information"). This information includes but is not limited to confidential child abuse information protected by O.C.G.A. §§ 49-5-40 and 49-5-41, protected health information, and education records. The parties acknowledge that OCA is excepted from these confidentiality statutes insofar as set forth in Title 49 and in O.C.G.A. § 15-11-740 *et al.* Each party agrees that it will hold in confidence and not disclose to any third party all information regarding a child or family that it obtains in connection with the Program that is confidential or has been designated confidential by state or federal law.

This obligation of the parties shall not apply, and the receiving party shall have no further

obligations, with respect to any Confidential Information to the extent receiving party can demonstrate that such Confidential Information (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this AGREEMENT; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party without use of, reference to, or reliance upon the Confidential Information; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction.

This Confidential Information includes, but is not limited to, all documents, computer programs and documentation, reports, financial and other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, and other materials obtained by the County, the Court, and OCA from each other in the course of performing under this AGREEMENT, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by means now known or later developed. Confidential Information includes without limitation records and information (i) that have been marked as proprietary or confidential; (ii) whose confidential nature have been made known by OCA, the Court or the County or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

- 10. Compliance with Laws.** The parties shall perform their obligations hereunder in accordance with all applicable federal, state, and local governmental laws, ordinances, codes, rules, regulations, and licensing now or hereafter in effect, including but not limited to all applicable nondiscrimination and state ethics laws. All such laws and regulations are hereby made part of this AGREEMENT.
- 11. Time of the Essence; Force Majeure.** Time is of the essence of this AGREEMENT. However, no party shall be liable to another party for any delay or failure of performance of service outside the reasonable control of the affected party or parties, including but not limited to technology failures, fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, or war or other the like.
- 12. Execution Electronically or by Facsimile.** This AGREEMENT may be executed in multiple counterparts, electronically and/or by facsimile, each of which counterpart shall be deemed an original, but all of which shall constitute one and the same AGREEMENT so long as the AGREEMENT is signed by all parties involved. It is sufficient for one party to sign the AGREEMENT and then transmit the AGREEMENT, either electronically or by facsimile, to the other party to sign and complete.
- 13. Waiver.** The failure of any party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall a waiver by a party of any right hereunder at any given time be deemed a waiver thereof for any other time.

14. Entire Agreement; Supersession. This AGREEMENT contains the entire agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous statements, agreements, understandings, or memoranda of agreement, whether written or oral between the parties regarding its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date indicated below their signatures:

THE GEORGIA OFFICE OF THE CHILD ADVOCATE

Jerry Bruce
Director

Date

NORTHEASTERN JUDICIAL CIRCUIT JUVENILE COURT

Print Name: Amanda Dean
Title: Presiding Judge, Hall County Juvenile Court

Date

HALL COUNTY

Print Name: David Gibbs
Title: Chairman, Hall County Board of Commissioners

Date