

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NEW YORK CITY MAYOR'S OFFICE OF CRIMINAL JUSTICE

AND

THE NEW YORK CITY MAYOR'S OFFICE TO COMBAT DOMESTIC VIOLENCE

AND

THE NEW YORK CITY DEPARTMENT OF PROBATION

AND

BRONX COUNTY DISTRICT ATTORNEY'S OFFICE

This memorandum of understanding ("MOU") is made between The New York City Mayor's Office of Criminal Justice ("MOCJ") located at 1 Centre Street, 10th Floor, New York, NY 10007, the New York City Mayor's Office to Combat Domestic Violence ("OCDV") located at 100 Gold Street, 2nd Floor, New York, NY 10038, the New York City Department of Probation ("DOP") located at 33 Beaver Street, 23rd Floor, New York, NY 10004 and the Bronx County District Attorney's Office ("BXDA") located at 198 East 161st Street, Bronx, NY 10451.

WHEREAS, MOCJ facilitates cooperation and partnerships among the agencies involved in crime prevention and criminal justice in New York City ("the City"), to ensure the fair and efficient functioning of the criminal justice system; and serves as a liaison between the NYPD, the Departments of Correction and Probation, the five District Attorney Offices, and other agencies to help coordinate consistent citywide policy on criminal justice issues; and,

WHEREAS, OCDV formulates policies and programs, coordinates the citywide delivery of domestic violence services, and works with diverse stakeholders to increase awareness about domestic violence; and,

WHEREAS, the de Blasio Administration announced new investments in domestic violence initiatives in 2017, as part of the recommendations of the Mayor's Domestic Violence Task Force ("DVTF"), including an expansion of the Early Victim Engagement ("EVE") program; and,

WHEREAS, this MOU is designed to support the EVE program, which enhances critical contact with a survivor of intimate partner violence early on in the criminal justice process to enhance investigations and prosecutions, increase safety and provide linkages to services (the "Initiative"); and,

WHEREAS, BXDA, in consultation with MOCJ and OCDV, has agreed to oversee and manage two FTE Victim Liaisons and one FTE Senior Victim Liaison associated with this Initiative; and,

WHEREAS, the parties hereto desire to set forth their responsibilities in connection with the project; and,

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, and based upon the foregoing recitals, which form a part of the Agreement, it is hereby mutually agreed by the undersigned as follows:

A. Term of Agreement

1. The term of this Agreement shall be from July 1, 2017 - June 30, 2019.
2. The Agreement may be renewed in writing, subject to the availability of funding, for two additional one-year terms, upon the mutual consent of the parties, unless terminated earlier in accordance with the provisions of section G.

B. Scope of Services

1. BXDA agrees to accept \$146,000 for all services provided pursuant to this Agreement, in accordance with the budget set forth in Appendix D. BXDA will hire two FTE Victim Liaisons and one FTE Senior Victim Liaison for this Initiative. These staff will provide the services outlined in Appendix A.
2. BXDA will submit monthly data within fifteen (15) days after the end of each month to OCDV and MOCJ on the program activities outlined in Appendix C. Such data shall be provided in a Microsoft Excel spreadsheet.
3. OCDV will provide ongoing support and technical assistance through an EVE Coordinator who will provide services as described in the scope of services set forth in Appendix B.
4. DOP will assign a liaison to work with BXDA to share information on cases where the defendant is on probation; DOP will track outcomes on cases and report those outcomes to BXDA; collaborate with BXDA to hold probationers accountable; and participate in professional development and trainings offered to EVE partners.

C. Compliance with Law

1. The services rendered under this Agreement shall be performed in accordance with the applicable provisions of Federal, State and Local Laws, rules and regulations.

D. Confidentiality

1. The parties agree to hold all individually identifiable information obtained, learned or developed under or in connection with this Agreement confidential in accordance with applicable federal, state and local laws and regulations.

2. All of the reports, information or data furnished to, or prepared, assembled or used under this Agreement are to be held confidential and the same shall not be made available to any individual or organizations without the prior written approval by OCDV, MOCJ and BXDA, as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
3. The provisions of this Article shall remain in full force and effect following the termination of, or cessation of, the services required by this Agreement.

E. Termination

1. This Agreement is wholly funded by The City of New York. If after execution of this Agreement the funds are reduced, eliminated or not allocated as planned, this Agreement shall be automatically terminated.

F. Notices

1. All notices and requests hereunder by either party shall be in writing and directed to the address of the parties as follows:

Mayor's Office to Combat Domestic Violence
100 Gold Street, 2nd Floor
New York, NY 10038
Attention: Elizabeth Dank, Deputy Commissioner/General Counsel

Mayor's Office of Criminal Justice
1 Centre Street, 10th Floor
New York, NY 10011
Attention: Susan Sommer, General Counsel

Office of the Bronx District Attorney
198 East 161st Street
Bronx, NY 10451
Attention: Evangeline Vargas, Executive Assistant/Secretary to the District Attorney

NYC Department of Probation
33 Beaver Street, 23rd Floor
New York, NY 10004
Attention: Wayne McKenzie, General Counsel

G. Modification and Amendment

1. This Agreement may be modified upon mutual agreement between the parties set forth in writing and signed on behalf of each of the Parties. It may not be modified orally.

H. Retention of Records

1. The Parties agree to retain copies of all their respective records related to this Agreement for a period of seven (7) years after the final payment or termination of this Agreement, whichever is later. Federal, State and City auditors, and any other persons duly authorized by OCDV, MOCJ or BXDA, shall have full access to, and the right to, examine any of the said documents during said six (6) year period.


I. Entire Agreement

1. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

[THE REMAINDER OF THIS PAGE IS BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set opposite their respective signatures.

NEW YORK CITY MAYOR'S OFFICE OF CRIMINAL JUSTICE

By:  Date: 3-14-18
Name: Susan Sommer
Title: General Counsel

NEW YORK CITY MAYOR'S OFFICE TO COMBAT DOMESTIC VIOLENCE

By: _____ Date: _____
Name: _____
Title: _____

BRONX COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____ Date: _____
Name: _____
Title: _____

NEW YORK CITY DEPARTMENT OF PROBATION

By: _____ Date: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set opposite their respective signatures.

NEW YORK CITY MAYOR'S OFFICE OF CRIMINAL JUSTICE

By: _____ Date: _____

Name: _____

Title: _____

NEW YORK CITY MAYOR'S OFFICE TO COMBAT DOMESTIC VIOLENCE

By: Cecile Noel Date: 03/15/2018

Name: Cecile Noel

Title: Commissioner

BRONX COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____ Date: _____

Name: _____

Title: _____

NEW YORK CITY DEPARTMENT OF PROBATION

By: _____ Date: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set opposite their respective signatures.

NEW YORK CITY MAYOR'S OFFICE OF CRIMINAL JUSTICE

By: _____ Date: _____

Name: _____

Title: _____

NEW YORK CITY MAYOR'S OFFICE TO COMBAT DOMESTIC VIOLENCE

By: _____ Date: _____

Name: _____

Title: _____

BRONX COUNTY DISTRICT ATTORNEY'S OFFICE

By: Darcel D. Clark Date: 3.14.18

Name: Darcel D. Clark

Title: Bronx County District Attorney

NEW YORK CITY DEPARTMENT OF PROBATION

By: _____ Date: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date set opposite their respective signatures.

NEW YORK CITY MAYOR'S OFFICE OF CRIMINAL JUSTICE

By: _____ Date: _____

Name: _____

Title: _____

NEW YORK CITY MAYOR'S OFFICE TO COMBAT DOMESTIC VIOLENCE

By: _____ Date: _____

Name: _____

Title: _____

BRONX COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____ Date: _____

Name: _____

Title: _____

NEW YORK CITY DEPARTMENT OF PROBATION

By: Ana M. Bermudez Date: 3/29/18

Name: ANA M BERMUDEZ

Title: Commissioner

APPENDIX A

The **VICTIM LIAISON** will:

- Review incoming intimate partner violence case files post-arraignment;
- Contact complainants immediately following the defendant's arraignment;
- Use an evidence informed risk assessment tool to identify and flag high risk cases to the Bronx District Attorney's Office (BXDA) Counseling Director and Domestic Violence Bureau Chief;
- Provide complainants with accurate arraignment and criminal justice information including information about how to enroll in Victim Information and Notification Everyday (VINE) system;
- Provide information to the complainant about whether an order of protection was issued, explain the terms of the order of protection and discuss how the complainant can obtain a copy of the order of protection;
- Engage complainants with supportive listening and responsive safety planning and connect the complainant to services to address immediate safety needs (*i.e.*, emergency shelter), as appropriate;
- Link complainant with Assistant District Attorney handling the case unless a particular complainant has already met with an Assistant District Attorney and has been seen by the Family Justice Center and / or met with a BXDA Crime Victims Assistance Unit (CVAU) Advocate;
- Alert appropriate BXDA staff member after identifying a high risk complainant or complainant from a specific cultural community who needs language access support;
- Alert appropriate BXDA staff, including Domestic Violence Bureau Chief, after identifying a defendant who is on probation;
- Work closely and communicate with EVE Project Coordinator and OCDV Administrative Staff at the BXFJC to create linkages to services for complainants;
- Input information into a computerized database;
- Attend regular group supervisory meetings; and
- Develop and maintain relationships with BXDA/Criminal Court staff.

The **SENIOR VICTIM LIAISON** will:

- Coordinate outreach pre-arrest to victims on high risk strangulation cases with open criminal complaints;
- Work closely with BXDA Domestic Violence Bureau Chief and Director of CVAU to identify high risk cases and conduct ongoing outreach to complainants;
- Alert appropriate BXDA staff members after identifying a high risk complainant;
- Alert appropriate BXDA staff after identifying a defendant who is on probation;
- Work closely and communicate with EVE Project Coordinator and the OCDV Administrative Staff at the Bronx FJC to create linkages to services for complainants;
- Input information into a computerized database;
- Attend regular group supervisory meetings;
- Develop and maintain relationships with BXDA/Criminal Court staff; and
- Provide administrative supervision to the Victim Liaisons.

APPENDIX B

The **EVE Coordinator** will:

- Facilitate coordination between EVE staff and OCDV's NYC Family Justice Center administrative staff in the Bronx to maintain collaborative and cooperative relationships;
- Facilitate regular meetings and trainings with all EVE staff, as appropriate;
- Assist with the creation, review and evaluation of all procedures, protocols and training curricula used by EVE staff and ensure there is transparent communication and adherence to confidentiality policies;
- Assist with analyzing data furnished by BXDA;
- Generate reports and maintain detailed information about the efforts made by all EVE project staff; and
- Meet quarterly with BXDA's Victim Services Unit Director and Domestic Violence Bureau Chief, or their designees, to discuss EVE project coordination.
- Organize monthly meetings with EVE Victim Liaisons citywide to maintain collaborative relationships, conduct best practices trainings on victim engagement and provide OCDV and FJC programmatic updates.

APPENDIX C

Such data will include the following:

- Number of complainants successfully contacted pre-arraignment
- Number of complainants successfully contacted post-arraignment
- Number of safety planning sessions conducted with complainants through CVAU/EVE staff
- Number of referrals made to BXDA/CVAU through EVE
- Number of individuals referred to BXDA/CVAU through EVE that successfully met with BXDA/CVAU
- Number of referrals to the Bronx FJC and/or community based services for EVE complainants
- Assisting OCDV in determining whether or not EVE complainants referred to the BXFJC were successfully linked to the BXFJC
- Number of Probation Notifications

APPENDIX D

Early Victim Engagement (EVE) Program Expansion	FY18			FY19+		
	Qty./FTE	Cost/Unit	Total	Qty./FTE	Cost/Unit	Total
Victim Liaison	2.00	\$ 43,000	\$ 55,000*	2.00	\$ 43,000	\$ 86,000
Senior Victim Liaison	1.00	\$ 60,000	\$ 60,000	1.00	\$ 60,000	\$ 60,000
Total			\$ 115,000			\$ 146,000

*Prorated salary for FY18 based on hiring timeline for personnel.