

AG.DOP.VOP&DRAI DataShare.FY17

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEW YORK ADMINISTRATION FOR CHILDREN'S SERVICES
AND
THE CITY OF NEW YORK DEPARTMENT OF PROBATION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), effective as of June 19, 2017 ("**Effective Date**"), between the City of New York Administration for Children's Services ("**ACS**"), located at 150 William Street, New York, New York 10038, and the City of New York Department of Probation ("**DOP**"), located at 33 Beaver Street, New York, New York 10004. ACS and DOP may be referred to herein as a "party" or collectively as "the parties."

WHEREAS, ACS directly operates and, through contracted providers, operates secure and non-secure detention facilities (the "**ACS Facilities**") serving Juvenile Delinquents and Juvenile Offenders (the "**ACS Youth**"); and

WHEREAS, DOP supervises ACS Youth who have been placed on probation by a judge in the Family Court; and

WHEREAS, the City seeks to learn more about the different approaches to divert youth from detention, and the parties seek to share data to examine information on ACS Youth who entered detention centers or alternative residential placement centers following a violation of probation ("**VOP**"); and

WHEREAS, DOP provides intake services for all arrested youth ages seven (7) through fifteen (15), which includes interviewing the youth and administering a Detention Risk Assessment Instrument ("**DRAI**"); and

WHEREAS, ACS and DOP desire to share DRAI score data gathered from ACS Youth who entered detention centers or alternative residential placement centers.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. TERM; DATA TRANSFER

Section 1.01 Term. The term of this MOU shall be for a three (3) year period commencing on the Effective Date, unless this MOU is terminated sooner in accordance with the terms herein.

Section 1.02 Renewal. The parties shall have the option to renew this MOU for up to two (2) consecutive twelve (12) month terms.

Section 1.03 Termination

- (a) This MOU may be terminated (i) immediately by mutual consent of all parties in writing, or (ii) by either party by providing ten (10) days' written notice.

- (b) The parties agree that Article II shall remain in full force and effect following the expiration or termination of this MOU.

Section 1.04 VOP Data Transfer

- (a) ACS shall supply DOP with a list of the Respondent Identification Number ("RIN") for matching, every 90 days beginning with the second quarter, 2017 (April 1st), for all ACS Youth who entered detention centers or alternative residential placement centers following a VOP. VOP information is not available until approximately 60 days after VOP filing date.
- (b) DOP shall review the list of RINs provided by ACS and provide aggregate, de-identified data, if available regarding the (i) reasons for VOP charge (e.g., technical violation, new charges); and (ii) any additional arrest charge if VOP due to new arrest.
- (c) All data shall be sent between the parties via secure electronic means.

Section 1.05 DRAI Data Transfer. As permitted by law including, but not limited to, New York Executive Law § 530(2)(a), the parties shall conduct the following data exchange:

- (a) On the tenth (10th) calendar day of each month (or the next business day if the tenth day is on a weekend or holiday), or such other frequency agreed to by the parties, ACS shall provide a dataset to DOP that includes each ACS Youth's:
- i. Name;
 - ii. Date of Birth;
 - iii. RIN;
 - iv. Admission Date;
 - v. Arrest Date;
 - vi. Arrest Number(s);
 - vii. Top Charge(s); and
 - viii. Other information agreed to by the parties to the extent permitted by law.
- (b) On the twentieth (20th) calendar day of each month (or the next business day if the twentieth day is on a weekend or holiday), or such other frequency agreed to by the parties, or as soon as practicable, after DOP receives the data described in Article 1.05 (a), DOP shall match this data and provide to ACS a dataset that includes, if available, each ACS Youth's:
- i. Probation Intake Date
 - ii. FTA Risk Score
 - iii. Rearrest Risk Score;
 - iv. Total DRAI Score;
 - v. Outcome;
 - vi. Reason(s) for detention; and

- vii. Other information agreed to by the parties to the extent permitted by law
- (c) Following the execution of this Agreement, DOP will provide ACS with a report of all intakes that resulted in a detention for the period of January 1, 2016 through the Effective Date. Such report will consist of the same information set forth in Section 1.05(b).
- (d) All data shall be sent between the parties via secure electronic means.

ARTICLE II. CONFIDENTIALITY

Section 2.01 General

- (a) The agency providing or disclosing any information pursuant to this MOU shall be referred to in this Article II as "Discloser" and the agency receiving such information pursuant to this MOU shall be referred to in this Article II as "Recipient."
- (b) Each Recipient agrees to hold confidential, both during and after the expiration or termination of this MOU, all of the reports, information, or other data furnished to such party by the Discloser, or prepared, assembled or used by such party based on reports, information or other data furnished by the Discloser (collectively, the "Discloser's Confidential Information"). The Recipient agrees to maintain the confidentiality of Discloser's Confidential Information by using at least the same degree of care that such party uses to preserve the confidentiality of its own confidential information but in no event less than a reasonable degree of care.
- (c) Each Recipient shall restrict access to Discloser's Confidential Information to persons who have a legitimate work related purpose to access such information. Each Recipient agrees to instruct its employees and agents to maintain the confidentiality of any and all information required to be kept confidential by this MOU.
- (d) Each Recipient agrees that it shall not use nor cause to be used any of Discloser's Confidential Information for its own benefit nor for any purpose other than that which is described in this MOU.
- (e) ACS shall not be permitted to share the DOP data except as permitted or required by law, and with written notice to DOP. ACS may share deidentified, aggregate DOP data created from Disclosed Confidential Information, with written notice to DOP.

Section 2.02 Notice of Breach. Each Recipient shall provide notice to the Discloser within three (3) days of the discovery by the party of any breach of security, as defined in New York City Administrative Code § 10-501(b), of any of Discloser's Confidential Information, encrypted or otherwise, in use by the parties that contains social security numbers or other personal identifying information as defined in New York City Administrative Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Recipient or their employees, subcontractors, or agents. Upon the discovery

of such security breach, the Recipient shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Discloser of next steps.

ARTICLE III. MISCELLANEOUS

Section 3.01 Compliance with Laws. The parties shall perform all services under this MOU in accordance with all applicable federal, state and local laws as are in effect at the time such services are performed.

Section 3.02 Modification. This MOU may only be modified through the mutual written agreement of the parties.

Section 3.03 Notices. Notices required herein shall be in writing and shall be sent by certified mail, return receipt requested, and shall be delivered to the parties at the following addresses:

To ACS:

NYC Administration for Children's Services
150 William Street
New York, NY 10038
Attn: Vincent Lau

To DOP:

NYC Department of Probation
33 Beaver Street
New York, NY 10004
Attn: Nancy Andiloro

Section 3.04 Merger; Entire Agreement. This written MOU contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this MOU, other than a written change, amendment or modification duly executed by both parties pursuant to Section 3.02.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties affirm their understanding of the terms herein by executing this MOU as of the Effective Date.

THE CITY OF NEW YORK
DEPARTMENT OF PROBATION

Margaret DiGiovanna
Signature
Margaret DiGiovanna
Name
FIRST DEPUTY General Counsel
Title
6/15/17
Date

THE CITY OF NEW YORK
ADMINISTRATION FOR CHILDREN'S SERVICES

Felipe Franco
Signature
Felipe Franco
Name
Deputy Commissioner
Title
6/19/17
Date