

**MEMORANDUM OF UNDERSTANDING  
BY AND AMONG  
THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES,  
THE CITY OF NEW YORK ADMINISTRATION FOR CHILDREN'S SERVICES, AND  
THE NEW YORK CITY DEPARTMENT OF PROBATION**

This Memorandum of Understanding ("MOU"), effective as of April 1, 2019 ("Effective Date"), is hereby made and entered into by and among the New York State Division of Criminal Justice Services ("DCJS"), with offices at 80 South Swan Street, Albany, NY 12210, the City of New York Administration for Children's Services ("ACS"), with offices at 150 William Street, New York, NY 10038, and the New York City Department of Probation ("DOP"), with offices at 33 Beaver Street, New York, NY 10004 hereinafter referred to as the Parties.

**WHEREAS**, DCJS, ACS and DOP established the New York City regional youth justice team related to the counties of Bronx, Kings, New York, Queens, and Richmond ("Regional Youth Justice Team" or "RYJT") to act as a liaison between youth justice stakeholders from New York City and New York State youth justice policy makers, serving as a conduit for channeling technical assistance; youth justice expertise, local data and information about best practices from the State level back to the local region and the Parties wish to continue the Regional Youth Justice Team;

**WHEREAS**, as part of the Regional Youth Justice Team, DCJS will serve as a conduit for channeling technical assistance, youth justice expertise, local data and information about best practices from the State level back to the local region;

**WHEREAS**, the Regional Youth Justice Team will (i) provide feedback to State youth justice policy makers regarding proposed and implemented State youth justice policy, and (ii) coordinate local stakeholders in data driven analyses of local juvenile justice trends, and will play an important role in planning, supporting and assessing effective youth justice services and reforms in New York City; and

**WHEREAS**, the Parties are willing and able to perform their respective duties and responsibilities as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Parties hereby agree as follows:

**ARTICLE I. TERM**

Section 1.01 Term. The term of this MOU shall be from the Effective Date and shall continue for three years, unless terminated earlier by any of the Parties pursuant to Section 1.02.

Section 1.02 Termination. Any party may terminate this MOU upon ten (10) days' written notice to the other Parties or immediately upon written consent of all Parties.

## ARTICLE II. SCOPE OF PARTNERSHIP

### Section 2.01 Role of the Team

- A. The Regional Youth Justice Team will provide a venue for local communities and governmental agencies to engage in formal communication and planning around youth justice issues. The Parties agree that the Regional Youth Justice Team is intended to be a partnership that works to improve system collaboration and service delivery across the region and it is not intended to provide services to clients, though its member organizations may.
- B. The Regional Youth Justice Team will help facilitate a regional approach to assessing local needs and developing effective strategies for working with youth and families that maximizes resources and reduce unnecessary duplication of services. Through close analysis of county and regional trends and through data and technical assistance facilitated by DCJS' Office of Youth Justice, the Regional Youth Justice Team will identify promising practices within New York City and consider strategies to replicate those promising practices throughout the region.
- C. The Regional Youth Justice Team will also assist in the assessment, alignment, coordination, prioritization and measurement of available services and programs that address the needs of youth at-risk from becoming, or who are, system-involved. The assessment and coordination of services shall include, but are not limited to prevention, early intervention, diversion, alternatives to detention and placement, treatment services, residential placements and reentry services. Through the Regional Youth Justice Team, DCJS' Office of Youth Justice intends to foster and promote a continuum of community-based services and systems reflecting service integration at the local, regional and state levels.
- D. The Regional Youth Justice Team will represent the designated region, informing DCJS' Office of Youth Justice about the region's needs and concerns. The Regional Youth Justice Team will provide DCJS' Office of Youth Justice with local perspectives on youth justice reform and, through this lens, will have a voice in impacting policy and funding recommendations. The Regional Youth Justice Team will serve as a key advocate for additional and appropriate resources for at-risk and system-involved youth in New York City.
- E. The Regional Youth Justice Team will encourage collaborative efforts among local stakeholders for assessing the physical, social, behavioral and educational needs of youth in New York City that lead to juvenile justice involvement. Among other things, the Regional Youth Justice Team will:
  - 1. Identify services, resources, support and opportunities for at-risk or system-involved youth in the community;
  - 2. Identify barriers that inhibit access to services and strategize solutions;

3. Identify current key gaps in services and resources and address those gaps, with a focus on best practices and evidence-based or evidence-informed solutions, that should include family engagement whenever appropriate and possible;
  4. Analyze and evaluate current available funding streams and assess potentially more effective utilization of funds;
  5. Explore and generate additional non-governmental resources for at-risk and court-involved youth;
  6. Assist in the development of comprehensive plans to address factors that lead to juvenile justice system involvement that are data-driven and encourage the use of evidence-based approaches and programs to support positive youth development;
  7. Identify and recommend specific solutions for likely offenders and/or key “hot spots” of juvenile justice related activity within the region, using research-driven and evidence-based practices to the greatest extent possible;
  8. Develop strategies for improving services and outcomes, such as:
    - a. Decreasing the number of youth referred to court;
    - b. Addressing disproportionate minority contact along the juvenile justice decision-point continuum;
    - c. Enhancing information-sharing and knowledge about the juvenile justice system, local needs and resources and evidence-based practices;
    - d. Supporting interagency approaches to prevention and positive youth development;
    - e. Creating partnerships between the courts, local communities and state agencies that enhance the effectiveness of community-based interventions;
    - f. Facilitating families’ access to information and services; and
    - g. Responding to federal, state and private funding opportunities.
- F. The Regional Youth Justice Team will establish a regular schedule of meetings to be held at least quarterly. The Regional Youth Justice Team will also have the capacity to send a representative to State level meetings when requested with no compensation from DCJS for time, travel or any other related expense.

Section 2.02 Role of DCJS

- A. The DCJS Office of Youth Justice is engaged in developing strategies and programs to meet the needs of at-risk or system-involved youth and their families. Their work includes developing policy and budget recommendations for State leadership. DCJS will ensure that the Regional Youth Justice Team will have ready access to the DCJS Office of Youth Justice to provide regional input regarding state level policy and budget recommendations. DCJS will support the teams and its Office of Youth Justice will provide staff support (e.g. DCJS-RYJT liaisons) to assist with the communication and coordination of the Regional Youth Justice Team’s activities. The Regional Youth Justice Team will communicate the selected activities with the liaisons prior to each quarterly meeting.
- B. DCJS will also:

1. Share state and local data regarding the juvenile justice population, needs and gaps in services with the Regional Youth Justice Team ;
2. Provide the Regional Youth Justice Team with updated information about budgeting, state laws, rules and regulations, policies and programs associated with the juvenile justice system;
3. Provide opportunities for the Regional Youth Justice Team to give their region a voice in state policymaking discussions by providing DCJS information regarding local, regional and/or community concerns and needs related to positive youth development and youth justice;
4. Provide the Regional Youth Justice Team access to technical assistance and training, to the extent available, related to data driven analysis of local and regional youth justice trends and building regional approaches to youth justice system improvement; and
5. Notify the Regional Youth Justice Team of any training slots available through state-sponsored trainings and of any state youth justice funding opportunities.

Section 2.03 Team Composition

- A. The Regional Youth Justice Team shall have parent, community-based agency and governmental involvement. DCJS will provide assistance in building a roster that includes broad community representation, as follows:
  1. At least one representative from each county in NYC.
  2. Team membership should include members from some or all of the following; however, the Regional Youth Justice Team roster shall not necessarily be limited to: (a) youth and families with experience in the juvenile justice system advocates, (b) law enforcement, (c) crime victims, (d) district and/or county attorneys, (e) attorneys for children, (f) family court judges, (g) local probation departments, (h) local departments of social services, (i) detention facilities and providers, (j) staff from the New York State Office of Children and Family Services regional offices, (k) county executives and other elected officials, (l) youth bureaus, (m) representatives from the City's Department of Education, (n) social service providers, (o) mental health and other health care providers, (p) faith-based organizations, and (q) business/ labor organizations.
- B. ACS and DOP, as co-chairs of the Regional Youth Justice Team, will make decisions on composition of team rosters and will strive to have rosters that are flexible, accommodating and inclusive to the extent possible and practicable, and will be subject to DCJS approval and periodic review.

**ARTICLE III. MISCELLANEOUS**

Section 3.01 Modification of Agreement. This MOU may only be modified through the mutual written agreement of the Parties.

Section 3.02 Notice. All notices to the Parties hereunder must be in writing and shall be mailed to the other Parties as follows:

To DCJS:

Michael C. Green  
Executive Deputy Commissioner  
NYS Division of Criminal Justice Services  
Alfred E. Smith Building, 8<sup>th</sup> Floor  
80 South Swan Street  
Albany, NY 12210

To ACS:

Felipe Franco  
Deputy Commissioner  
New York City Administration for Children's Services  
150 William Street  
New York, NY 10038

To DOP:

Gineen Gray  
Deputy Commissioner – Juvenile Operations  
New York City Department of Probation  
33 Beaver Street  
New York, NY 10004

Copy to:

John M. Czajka, Esq.  
Deputy Commissioner and Counsel  
NYS Division of Criminal Justice Services  
Alfred E. Smith Office Building, 8th Floor  
80 South Swan Street  
Albany, NY 12210

Section 3.03 Costs. Each Party shall be solely responsible for all costs and expenses incurred by such Party in connection with their performance under this MOU.

Section 3.04 No Third Party Rights. The provisions of this MOU shall not be deemed to create any right of action in favor of third parties against DCJS, New York City, or their respective officials or employees.

Section 3.05 Entire Agreement. This MOU constitutes the entire agreement of the Parties hereto and all previous communication between the Parties, whether written or oral, with reference to the subject matter of this MOU are hereby superseded.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the dates set forth below.

**NYS Division of Criminal Justice Services**

BY: 

Title: Executive Deputy Commissioner

Date: 5/1/19

**City of New York Administration for Children's Services**

BY: 

Title: Deputy Commissioner

Date: 3-22-19

**New York City Department of Probation**

BY: 

Title: First Deputy General Counsel

Date: 4-1-19