

MEMORANDUM OF UNDERSTANDING
Between the Department of Youth Services and
Department of Children and Families

Pre-Trial Detention

This Memorandum of Understanding (“MOU” or the “Agreement”) is entered into by the Department of Youth Services (“DYS”) and the Department of Children and Families (“DCF”) and the (collectively, the “Agencies”).

I. Purpose

The purpose of this Agreement is to set forth the general terms and conditions by which the Agencies will collaborate to ensure that appropriate services are identified for children with the mutual goal to reduce the unnecessary use of detention whenever a child in DCF care or custody is committed to DYS’ care or custody. To ensure appropriate services for children, the Agencies agree to facilitate data sharing, as needed and upon request of either Party to this Agreement. No funds shall be transferred among the Agencies under this Agreement.

II. Principles

In furtherance of the purpose of this Agreement, the Agencies agree to work collaboratively to reduce the risk that low-risk youth in the care or custody of DCF will be committed to DYS’ care (detained) or custody (commonly referred to as “committed.”) . In furtherance of this mutually held principle, the Agencies will coordinate efforts to ensure that “the right youth, is in the right place, for the right reasons.” To this end, DCF agrees that it will not request that a court commit a youth who is in its care or custody to the care or custody of DYS in lieu of release to DCF.

III. Responsibilities of the Agencies

In the event that any youth in the care or custody of DCF is being held in pre-trial detention with DYS, the Agencies agree to collaborate and coordinate efforts to ensure that appropriate services are identified for children with the mutual goal to reduce the unnecessary use of detention for low-risk youth, as follows:

- A. The Agencies shall immediately notify each other upon becoming aware that a youth with an open DCF case is being held in DYS detention, as follows:
 - 1. For DYS, staff shall contact the appropriate DCF Area Clinical Manager, or designee, by phone or e-mail within one (1) business day or as soon as administratively feasible; and/or
 - 2. For DCF, staff shall contact the appropriate DYS Regional Intake Unit, or designee, by phone or e-mail within one (1) business day or as soon as administratively feasible.
- B. To ensure the youth being held in DYS detention or committed to its custody receive appropriate services, DCF agrees to share all relevant background information, including action plans and/or medical/psychiatric histories to ensure the safety and well-being of the youth while being held in DYS.
- C. Clinical staff from each agency shall communicate and coordinate efforts while the youth remains in DYS to ensure appropriate services are identified for the youth and implemented to promote timely release from DYS.

- D. For the purpose of policy and/or resource development, the Agencies agree to collaborate in tracking the number of youth held in DYS detention, the charges being filed and the location of the courts involved. To accomplish this, the DYS Regional Office shall send the DCF Regional Director, or designee, a weekly report identifying all youth held in pre-trial detention with DYS, and a monthly report identifying all youth committed to DYS' custody, who have open cases with DCF, including information related to the charges filed and the Juvenile Court of origin.
- E. The Agencies agree to participate in weekly Regional population review meetings to facilitate interagency collaboration.
1. These meetings shall include a case review for each youth with an open DCF case who remains in pre-trial detention for a period of fifteen (15) days or longer.
 2. For any youth held in pre-trial detention for thirty (30) or more days, the Regional Directors for each Agency shall review the case for expedited case management and resolution.
 3. The Agencies will also review data to identify trends and other concerns with the goal of reducing the risk that low-risk youth are being held in pre-trial detention.

- F. Subject to appropriation, the Agencies agree to explore joint program development efforts that will enhance the capacity of communities to reintegrate youth with violent or destructive behavioral problems. Such efforts may include priority status for DYS' court referral opportunities and/or the development of short-term stabilization programs that employ trauma informed and evidence based behavioral treatment practices.
- G. The Agencies agree to conduct joint training sessions at least yearly, to foster communication and assist each other with understanding the roles, responsibilities and resources of each agency and opportunities for further collaboration.

IV. Restrictions on Further Dissemination of Information

DYS and DCF agree to not further disseminate information or documents obtained under this agreement to any person or entity outside of DYS or DCF without prior written approval of the agency from which the information or documents were obtained, unless ordered to do so by a court or statute.

V. Duration

This MOU shall be effective upon the execution of the Agreement by the Agencies beginning on the date of the last signature below continuing until such time as the MOU is terminated, in writing, by mutual agreement of the Agencies.

Alternatively, either Party to this MOU, at any time, may terminate this Agreement by providing notice to the other Party at least sixty (60) days prior to such termination. Such notice shall be in writing and delivered to the General Counsel of each Agency.

Furthermore, either Party to this Agreement may discontinue or suspend the provision of information immediately, if in its judgment, any term of this Agreement is violated.

V. Sole Agreement

This Agreement supersedes any previous MOU or Agreement between DYS and DCF that concerns the pre-trial detention of youth in the Commonwealth.

VI. Compliance with Law

The Agencies agree to comply with the applicable provisions of Federal and Massachusetts law governing the release of information, including but not limited to M.G.L. c.66A.

VII. Waivers

Failure of either Party to comply with any provision of this Agreement shall not constitute a waiver of performance of any provision in the future.

VIII. Key Contacts:

To DCF:

Name: Rebecca Brink
Title: Assistant Commissioner, Program Support
Department of Children and Families
600 Washington Street
Boston, MA 02111

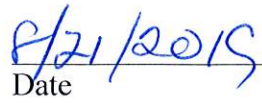
To DYS:

Name: Ruth Rovezzi
Title: Deputy Commissioner for Operations
Department of Youth Services
600 Washington Street
Boston, MA 02111

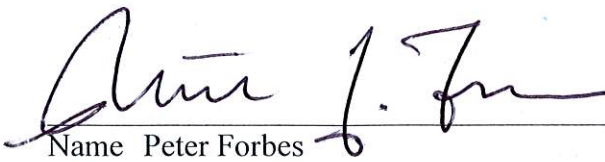
In Witness Whereof, the Agencies have caused this Agreement to be executed by their respective authorized officers:

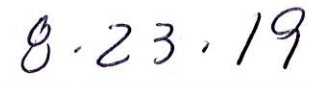
For the Department of Children and Families:


Name Linda S. Spears
Title Commissioner


Date

For the Department of Youth Services:


Name Peter Forbes
Title Commissioner


Date