

MEMORANDUM OF UNDERSTANDING
between the Department of Youth Services and the
Department of Children and Families
Pre Trial Detention

PURPOSE

This Memorandum of Understanding (Agreement) is written to document an agreement between the Department of Youth Services (DYS) and the Department of Children and Family (DCF) (collectively “the agencies”) to cooperate with each other in an effort to reduce the unnecessary use of secure detention when a child who is in DCF care or custody is arrested and held in pre-trial detention with DYS. DYS is the juvenile justice agency of the Commonwealth, with jurisdiction over certain youth detained awaiting delinquency charges. DCF is the child welfare agency of the Commonwealth, with jurisdiction to receive children into its care and custody for the purpose of out of home placement.

PRINCIPLES

DYS and DCF agree on the following principles:

1. Secure detention at DYS shall be reserved for juveniles charged with a delinquent offense who have been determined by the Juvenile Court to be not likely to appear at future court hearings or who present a clear public safety risk, pursuant to the Massachusetts Bail Statutes. G.L. c. 276, §§58, 58A.
2. The agencies agree to work cooperatively to reduce the risk that youth in the care or custody of DCF will be placed in DYS secure detention, unless they meet the criterion of the Bail Statutes.
3. DCF staff will not request that a youth be placed in secure detention at DYS while DCF is developing a treatment plan or while the youth is waiting for another DCF placement to become available. The agencies recognize that when the criteria of the Bail Statutes have been met, some youth involved with DCF will be held in DYS secure detention.

CONSTRUCTION OF TERMS OF AGREEMENT

As this Agreement is intended also to facilitate the sharing of information for the purpose of ensuring that children in DYS pre-trial detention are adequately serviced and for the purpose of limiting the time youth in the care or custody of DCF spend in DYS pre-trial detention, the provisions of this Agreement should be read in the spirit of that intent.

DESIGNATION OF RESPONSIBILITY

In order to maximize the efficiency of information sharing between DCF and DYS and to minimize variation in the interpretation of the provisions of this Agreement, each agency designates below an individual who shall have primary responsibility for answering questions as they arise regarding the propriety of sharing information and for facilitating the implementation of this Agreement.

DCF

Name: Robert Wentworth, Asst. Commissioner of Planning and Program Development
Address: 24 Farnsworth Street
Boston, MA 02210

Phone: (617)748-2359

DYS

Name: Peter Forbes, Assistant Commissioner of Operations
Address: 27 Wormwood Street, Suite 400
Boston, MA 02210

Phone: (617)960-3268

DCF INVOLVED YOUTH HELD IN SECURE DETENTION

In the event that a youth in the care or custody of DCF is held in secure detention at DYS:

1. The DCF social worker will call the DYS Regional Intake Unit within one business day of their becoming aware that a youth on their caseload is detained at DYS.
2. DYS will notify the appropriate DCF Area Director or designee within one business day of their becoming aware that a youth in detention has an open case with DCF.
3. The DCF worker will identify him or herself to the DYS Regional Intake Unit, and advise DYS of the DCF service plan and any other relevant background information including but not limited to the youth's medical and psychiatric history, so that DYS staff will be better able to provide services to the youth which will keep him/her safe during his/her stay in detention.
4. DCF must have care or custody or a release of information from the parent in order to provide this information.
5. The DCF social worker and the DYS clinical staff in the detention unit will meet or conduct a conference call within two business days of the DYS Regional Intake

Unit being contacted by the DCF worker, to review the DCF service plan and to discuss what steps need to be taken to safely maintain the youth while he/she is in detention.

6. A DCF regional representative will participate in the DYS Regional weekly “population” review meetings to facilitate interagency communication that supports client movement. The nature of this participation, whether in person, by phone or video conferencing will be determined by agreement between each DYS and DCF regional representative.
7. The agencies agree to conduct a Case Conference for each youth in the care or custody of DCF who remains in secure detention at DYS for a period of fifteen (15) days or longer. For these cases, the conference will be held before their (30th) day in detention. Managers from DCF and DYS will participate in the conference.
8. For DCF-involved youth held in secure detention at DYS for thirty (30) days or longer on DYS Grid Level (1 and 2) offenses, the updated results of this Case Conference will be forwarded to the DCF and DYS Regional Directors for review, expedited case management and resolution.
9. The DYS Regional Office agrees to forward a report listing DCF-involved youth held in DYS secure detention to the DCF Regional Director (or designee) on a weekly basis. This list will be confirmed for accuracy by the DCF Regional Office. The report will include the data elements currently included in the report sent to the Boston Regional DCF office.

RECORDING AND REVIEWING TRENDS

DYS and DCF will work together to track the number, type of charges being filed and place of origin in Juvenile Court against youth in DCF-contracted programs. Representatives from the Commissioners’ Offices of DCF and DYS will meet quarterly to review this data to identify trends and to work together to develop systemic solutions which will reduce the number of DCF youth referred to DYS detention.

RESOURCE DEVELOPMENT

DYS and DCF Central Office program development staff will undertake joint program development efforts that will enhance the capacity of communities to re-integrate youth with violent or destructive behavioral problems. Such efforts may include sharing access to existing DYS community programs to DCF youth, and the joint development of short term stabilization programs that employ trauma informed and evidenced based behavioral treatment practices.

RESTRICTIONS ON FURTHER DISSEMINATION OF INFORMATION

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

DISSEMINATION OF AGREEMENT

Both DCF and DYS shall disseminate copies of this Agreement to all of their respective regional and area offices within thirty (30) days of its execution. DCF and DYS shall also disseminate copies of the Agreement to its contracted agencies that may be impacted by this agreement, or may be subject to this agreement.

TRAINING

DCF and DYS agree to develop and implement appropriate trainings in furtherance of this Agreement for the purpose of implementing this Agreement.

COMPLIANCE WITH LAW

DCF and DYS agree to comply with applicable provisions of Federal and Massachusetts law governing the release of information, including but not limited to Chapter 66A.

PERIOD OF AGREEMENT

This agreement shall be effective upon the execution of the Agreement by the parties and shall remain in effect until the parties mutually agree to terminate the Agreement or it is superseded by a successor Memorandum or Agreement.

This Agreement will be reviewed annually for effectiveness and compliance by both agencies. Either party, at any time may request a review and / or modification of the Agreement.

This Agreement is subject to termination by either party at any time by providing written notice to the other party at least sixty (60) days prior to such termination. Notice must be in writing and delivered to the General Counsel of each respective agency. Either of the parties may discontinue or suspend the provision of information immediately if, in its judgment, any term of this Agreement is violated. Neither this Agreement nor any rights hereunder shall be assignable by the parties. Any attempt at assignment shall be null and void.

SOLE AGREEMENT

This Agreement supersedes any previous memorandum of understanding between DCF and DYS that concerned pre-trial detention of youth. This Agreement constitutes the entire understanding between the parties with respect to the subject matter covered by this Agreement and shall not be deemed to be added to or modified unless first agreed to in writing and signed by the parties.

WAIVERS

It is specifically agreed between the parties that failure of either party to insist upon compliance with any provision herein at any time shall not waive performance of such provision at any other time.

No waiver by either party of any default or breach hereunder by the other shall constitute a waiver of any subsequent default or breach.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by a duly authorized representative on the date and year written below.

FOR THE MASSACHUSETTS DEPARTMENT OF CHILDREN AND FAMILIES

By: Angelo McClain Date: 1-26-09
Angelo McClain
Commissioner, DCF

FOR THE MASSACHUSETTS DEPARTMENT OF YOUTH SERVICES

By: Jane E. Tewksbury Date: 1/29/09
Jane E. Tewksbury
Commissioner, DYS