

MEMORANDUM OF AGREEMENT BETWEEN THE CRIMINAL JUSTICE  
COORDINATING COUNCIL, THE COURT SERVICES AND OFFENDER  
SUPERVISION AGENCY, THE COURT SOCIAL SERVICES DIVISION OF THE  
SUPERIOR COURT OF THE DISTRICT OF COLUMBIA, THE D.C. DEPARTMENT OF  
YOUTH REHABILITATION SERVICES, THE PRETRIAL SERVICES AGENCY,  
AND THE DISTRICT OF COLUMBIA CHILD AND FAMILY SERVICE AGENCY

**I. Statement of Purpose**

This memorandum of agreement (MOA) is entered into between the Criminal Justice Coordinating Council (CJCC), the Court Services and Offender Supervision Agency (CSOSA), the D.C. Department of Youth Rehabilitation Services (DYRS), the Superior Court of the District of Columbia's Court Social Services Division (CSSD), the Pretrial Services Agency for the District of Columbia (PSA), and the D.C. Child and Family Service Agency (CFSA), collectively referred to hereinafter as the "Parties". It constitutes an agreement by the Parties as to the roles, responsibilities and procedures for managing the cases of youth in such a way that serves the best interest of public safety, the well-being and rehabilitation of the person, and the protection of confidential information. For purposes of this MOA, "Youth" is defined as a person who has matters (open cases) simultaneously in both the Family Court and the Criminal Division of the Superior Court of the District of Columbia.

**II. Authority**

This MOA is pursuant to the authorities applicable to the CFSA, CJCC, CSOSA, CSSD, DYRS, and PSA. Specifically, CJCC's authority to enter into this MOA with the other Parties is pursuant to the Criminal Justice Coordinating Council Restoration Act of 2002, Public Law 107-180 and DC Code § 22-4231. CSOSA's and PSA's authority rests with the National Capital Revitalization and Self-Government Improvement Act of 1997, Pub. L. 105-33, D.C. Official Code § 24-133, Title 23, Section 1303 (h) of the D.C. Code and Title 18, Section 3154 of the U.S. Code and the applicable exceptions under the Privacy Act and Systems of Record Notices. For DYRS, D.C. Code §§ 2-1515.04, 2-1515.06, and 16-2332 apply; CSSD's authority is found in D.C. Code §§ 11-1722, 16-2332; CFSA's authority is within D.C. Code § 16-2332; D.C. Code § 4-1303.01a.

**III. Background and Brief Description of the Parties' Interrelationships**

In the District of Columbia, D.C. Code § 16-2301 classifies all persons under the age of 18 as a "child", unless the person is 16 or 17 years old and is either charged as an adult by the United States Attorney's Office for a specific offense enumerated in D.C. Code § 16-2301(3) (A) [(a "Title 16 offense")], (B), or is 15 years or older and is charged with a traffic offense. "Youth" means a "child" as that term is defined by § 16-2301(3) above and the terms "juvenile", "child", and "resident" are used interchangeably.

A child or youth who is charged with committing a delinquent act is adjudicated in the Family Court of the Superior Court of the District of Columbia. Delinquency proceedings are

brought before the Family Court by the Office of the Attorney General for the District of Columbia, following consultation with the CSSD; CSSD supervises all youth who are pending trial and/or adjudicated to a disposition of probation. Children adjudicated as delinquents may be placed on probation and supervised by CSSD or committed to DYRS for a period determined by the Family Court. The period of probation or commitment can extend past the person's eighteenth birthday. However, the probation or commitment period must terminate no later than the person's twenty-first birthday.

CFSA is responsible for providing support for the protection of children who have been abused or neglected from further experiences and conditions that may be detrimental to their health, growth, and development. Through the coordination of public and private partnerships, CFSA provides services and family stabilization resources to families and children who have been (or alleged to have been) abused or neglected. Additionally, CFSA is responsible for providing placement services to CFSA committed youth between the ages of 18- 21. Where Parties such as the CSSD, DYRS, or CSOSA primarily manage the youth placement, CFSA social workers are encouraged to attend team-planning meetings and to provide information to the court that is involved in the abuse/neglect matter. If Parties other than CFSA release a youth from placement, CFSA must assume full responsibility for placement services until the court closes the abuse or neglect case. CFSA must assume full responsibility for the provision of services until the court closes the abuse or neglect case.

The D.C. Superior Court, Criminal Division has jurisdiction over cases where a person 18 years of age or older has been charged with a criminal offense under the D.C. Code and in cases where a person 16 or 17 years old is charged with either a Title 16 offense or a traffic offense, or is 15 years of age or older and is transferred to adult court.

The Pretrial Services Agency (PSA) gathers and presents information about newly arrested defendants (including persons 16 or 17 years of age charged with a traffic offense, or charged as an adult by the US Attorney's Office, or transferred from Family Court to adult court) and the available release/detention options for judicial officers (in both the Superior Court and the US District Court for the District of Columbia) to use when deciding what, if any, conditions are to be set for those defendants who are to be released. Pursuant to the DC bail laws, PSA recommends the least restrictive conditions of community release that promote public safety and return to court.

PSA supervises defendants who have been released during their pretrial period by monitoring their compliance with certain conditions of release and helping to assure they appear for court appearances. PSA's supervision gives defendants the opportunity to participate in a variety of pro-social interventions in an effort to decrease the likelihood of future criminal behavior.

CSOSA is responsible for supervision of persons who have been released on probation, parole, or supervised release. In addition, CSOSA is responsible for supervising persons less than 18 years of age with civil protection orders issued in intra-family cases where specific programs have been ordered.

A number of adults currently under CSSD and/or DYRS supervision have a pending criminal matter resulting from a subsequent offense committed by the individuals. These individuals may be supervised by PSA and/or CSOSA. Similarly, a number of CFSA wards

have a pending adult criminal matter and may be under the supervision of PSA and/or CSOSA. Persons who have either an open delinquency or CFSA Neglect Family Court case and an adult case supervised by PSA or CSOSA are referred to in the MOA as "dual jacket[ed]."

DYRS is the District's cabinet level juvenile justice agency. It is responsible for providing detention, commitment, and aftercare services for those youth up to 21 years old adjudicated as delinquent and committed to the Agency's custody and residing in both DYRS and contracted facilities and in the community. The agency does this, in partnership with its families and the public, through a wide range of programs emphasizing individual strengths, skill development, personal accountability, family empowerment, community engagement and public safety.

#### **IV. Program Goals and Objectives**

This MOA establishes amongst the Parties, a mutually agreed upon process for information sharing and case management services that support the development of appropriate planning and, to the extent possible, joint coordination for persons who are simultaneously under the supervision of an agency in the abuse/neglect, juvenile and adult systems. This process for joint planning and coordination will support the respective missions and statutory duties of the aforementioned agencies by creating a forum to plan the services and community supervision, pursuant to each agency's jurisdictional responsibilities (*e. g.*, pre-trial, post-disposition) for persons under concurrent supervision and to delineate respective roles and responsibilities for case management services, and community supervision. The Parties' goal in coordinating and joint planning is to ensure that each youth leaving the respective systems is prepared for independence, and whenever possible, is placed in a family-like setting.

#### **V. Responsibilities of the Parties**

##### **A. Parties' Planning Coordination and Services**

- 1) The CJCC will be responsible for planning and convening quarterly meetings with the Parties to review and monitor the progress of the MOA's performance measures developed by the partners (*e.g.*, cross systems training, enhanced information sharing, etc.) to facilitate resolution of barriers to successfully achieving the Parties' shared goals as expressed in the MOA.
- 2) The CJCC will coordinate, as needed, short-term workgroups to identify inter-departmental barriers and put forth recommendations to remedy the aforementioned issues and/or barriers.
- 3) The CJCC, in consultation with participating agencies, will facilitate and develop annual cross agency trainings consistent with state and federal statutory, regulatory and policy requirements of each respective agency as well as incorporate best practices for providing services to youth and adults on probation or parole. This will help ensure fidelity to emerging and best practices, and permit a constant review of lessons learned.

- 4) The CJCC will support the coordination of service activities with all relevant Parties in order to address the needs of youth offenders (as defined by the individual supervising agency) who are under the supervision of more than one of the Parties.
- 5) The CJCC quarterly meeting minutes shall be circulated to all of the Parties within five (5) business days of the meeting. Each Party agrees to follow up on the action items to ensure fidelity to both emerging and best practices in the fields of youth and criminal justice.
- 6) The Director of each agency will designate representatives to attend the quarterly meetings who will have the authority and ability to make binding decisions at the meetings.
- 7) No agency shall be required to adhere to or carry out actions contemplated or agreed upon by the Parties in the absence of the agency that will be impacted.
- 8) Each Party shall provide a prompt response to any action agreed upon by all the Parties.
- 9) Each Party agrees to continue to provide placement or supervision services for youth, unless the supervising agency/ies has determined the objectives detailed in the pre/post disposition have been met to the maximum extent possible. To the extent practicable, Parties to this MOA shall regularly engage in coordinated case management services.
- 10) The Parties agree to maintain a current list reflecting the appropriate point(s) of contacts for their agency that includes, but is not limited to probation officers and case managers and social workers for use by the partner agencies in carrying out the procedures set forth in this MOA. The list shall be updated quarterly when CJCC convenes case management reviews.

#### B. Parties' Shared Electronic Data Access

In keeping with the stated purpose of the MOA, each Party agrees to provide to the others the information necessary for each to handle its respective responsibilities to the fullest extent allowed by law, regulation, court order and policy. All Parties agree information shared via this MOA will be utilized by authorized agency officials, solely for case management services and supervision purposes among the Parties.

- 1) PSA agrees to make data available via JUSTIS to authorized and designated members of CFSA, DYRS and CSSD.<sup>1</sup>

<sup>1</sup> Pursuant to D.C. Code §23-1303(d), any information contained in PSA files, presented in its reports, or divulged during any hearing is not admissible on the issue of guilt in any judicial proceeding, but such information may be used in proceedings under sections 23-1327, 23-1328, and 23-1329, in perjury proceedings, and for the purposes of impeachment in any subsequent proceeding.

- 2) DYRS agrees to provide requisite information from its FamCare database to designated members of CSSD, CFSA, PSA, and CSOSA.
- 3) D.C. Superior Court agrees to make CourtView data available to authorized personnel of PSA, DYRS, CFSA and CSOSA through JUSTIS.
- 4) CSOSA agrees to make its SMART law enforcement information available to designated members of DYRS, CFSA and CSSD through JUSTIS.
- 5) CFSA agrees to provide demographic information from its FACES database to designated members of PSA, DYRS, CSSD and CSOSA on a monthly basis.

**Procedures Part 1 - New Adult Arrests (persons under DYRS/CSSD supervision charged each day in a new adult criminal matter)**

**A. Pretrial Services Agency (PSA)<sup>2</sup>**

- 1) PSA reviews the lock-up list for arrestees on both the U.S. and DC/Traffic lock-up lists. For each person on the list under the age of 30, PSA will query JUSTIS to identify persons with prior youth delinquency adjudications.
- 2) If a person under the age of 21 is on the day's lock-up list and committed to DYRS or under the supervision of CSSD, PSA will contact the DYRS/CSSD point of contact and advise that agency of the arrestee's name, date of birth, and arrest charge.

PSA will also ascertain from DYRS/CSSD, the assigned case manager's name and contact information, as well as, the arrestee's most current address and noteworthy compliance information for use in the Pretrial Services Report (PSR) being prepared for use by the judicial officer.

- 3) PSA will identify arrestees under the age of 21 on both the U.S. and D.C./Traffic lock-up lists, as well as citation lists, if applicable. Once the lists have been completed for the day, PSA will generate a list of arrestees identified as being under the age of 21 and transmit it to the CFSA point of contact.

**B. D.C. Department of Youth Rehabilitation Services (DYRS)**

- 1) When a person committed to the DYRS is arrested as an adult, DYRS will, upon request from PSA or CSOSA, provide the name of the youth's case worker and his or her contact information, the date of birth and last known address for the youth as recorded in the DYRS database, and any other information regarding that youth deemed relevant by DYRS.
- 2) When a person committed to DYRS is arrested as an adult, DYRS will also provide

<sup>2</sup> Pursuant to D.C. Code §23-1333, a judicial officer shall take a person's juvenile law enforcement and case records into account in determining whether there are conditions of release that will reasonably assure the appearance of the person as required, and the safety of any other person and the community.

the PSA/CSOSA worker the youth's level of compliance while committed, including all abscondences, level of risk in the community, and any other information deemed relevant to public safety by DYRS.

- 3) When requested by CSOSA/PSA, DYRS will provide a list of the charges for which the youth was committed to DYRS.

#### C. Court Social Services Division (CSSD)

- 1) D.C. Superior Court has jurisdiction over persons who have a case or cases in the abuse/neglect, youth and/or adult systems. The Court also conducts arraignments and presentments, as part of its obligations under its enabling statute.
- 2) CSSD's assigned points of contact will be the Supervisory Probation Officer (SPO) responsible for its Intake Unit I and Unit II. The SPO or designee will search CourtView to identify youth offense information germane to the arraignment of an individual in Courtroom C-10. The SPO or designee will also provide the name and contact information for probation officer staffing the youth case and his/her SPO.<sup>3</sup>
- 3) PSA or CSOSA will contact the designated SPO or designee, who shall respond to PSA or CSOSA within a four (4) hour time frame on the same business day. In the event that the designated SPO or designee fails to make contact with PSA or CSOSA within the four (4) hour time frame on the same business day, the CSSD Deputy Director shall be contacted to ensure information sharing occurs on all youths charged in the adult arraignment Court.

#### D. Court Services and Offender Supervision Agency (CSOSA)

- 1) The CSOSA Offender Processing Unit, upon receiving a case for anyone 15-21 years of age or younger, will confer with the youth regarding any current or past supervision with youth justice agencies. If the offender responds in the affirmative, the information provided will be documented in the SMART database system for the assigned CSO charged to make contact with the youth agency.
- 2) Upon verification of interagency involvement, the point of contact for each of the partner agency(s) case manager and/or probation officer will document the information in the record. The case will then be assigned to the identified CSOSA Community Supervision Services Team for case management responsibilities and follow up with the partnering agency contacts.

#### E. Child and Family Services Agency (CFSA)

- 1) When a young person committed to CFSA is arrested as a youth, CFSA will

<sup>3</sup> Upon contact, the designated CSSD probation officer will provide to PSA the respondent/offender's last known address (to include a court ordered placement), risk range classification (i.e., low, medium, high), and compliance information relative to whether or not the respondent/offender was minimally, moderately or fully compliant.

provide the name of the youth's case worker and his or her contact information, the date of birth and last known address for the youth as recorded in the CFSA database, and any other information regarding that youth deemed relevant by CFSA to CSSD, DYRS, PSA, and/or CSOSA.

- 2) When a young person committed to CFSA is arrested as an adult, CFSA will provide the name of the youth's case worker and his or her contact information, the date of birth and last known address for the youth as recorded in the CFSA database, and any other information regarding that youth deemed relevant by CFSA to CSSD, DYRS, PSA, and/or CSOSA.

F. The Parties Mutual Responsibilities Regarding Information Exchange

- 1) Each Party agrees to provide to the others any information necessary for each to handle its respective responsibilities to the fullest extent allowed by law, regulation, court order, policy, and this MOA. All Parties agree information shared in accordance to the terms of this MOA, will be utilized solely for current case management services and supervision purposes amongst the Parties.
- 2) The Parties acknowledge that CSOSA and PSA share its administrative record data with the Parties pursuant to its enabling statutory charter and the applicable provisions of the Privacy Act of 1974. The Parties agree to the following terms and limitations on the use of CSOSA/PSA administrative record data:
  - a) The Parties acknowledge the sensitivity of the data accessed and shared by CSOSA/PSA requires safeguarding and dissemination controls, privacy and IT security controls, pursuant to and consistent with the Privacy of 1974 and other applicable state and federal law, regulations and policies.
  - b) The Parties to this MOA will use, restrict, safeguard, and dispose of all CSOSA/PSA information related to the shared administrative data provided by this MOA in accordance with all relevant federal and local statutes, regulations, and agency policies;
  - c) The Parties shall maintain the confidentiality and integrity of CSOSA/PSA administrative data pursuant to this MOA and applicable state and federal statutes and regulations and policy/ies (e.g., the Privacy Act).
  - d) The Parties acknowledge additional uses of CSOSA/PSA administrative record data may only be used with written permission by the CSOSA/PSA signatories or designees.
  - e) Any Party, upon discovery of data errors, inaccuracies, and/or discrepancies in the administrative data provided, shall address data issues, including correcting inaccuracies, where feasible and appropriate, within five (5) business days of discovery of the data errors.

- f) The Parties shall promptly purge, shred, data wipe or destroy all administrative record data (including any screenshots, emails, reports, printouts, source data, excel files, etc.) which do not constitute a match of entities (e.g., persons or cases), are outside the scope of the request, or that are no longer needed for the purposes for which it was obtained within 30 days of either event and send written notification to CSOSA's Office of General Counsel and CSOSA's technical and operational points of contact (POCs) certifying the action.
- g) The Parties agree that employees will comply with applicable federal and District of Columbia law regarding the confidentiality of youth and adult records and identifying information, including but not limited to: the D.C. Mental Health Act (D.C. Official Code §§ 7-1201.01 et seq. (2001 Edition)), the D.C. HIV/AIDS statute (D.C. Official Code §§ 7-302 and 7-1605 (2002 Edition)), drug/alcohol treatment records (42 C.F.R. Part 2); Freedom of Information Act (FOIA) (5 U.S.C. § 552) and the Privacy Act of 1974 (5 U.S.C. § 552a).
- h) Request for any CSOSA or PSA administrative record data that references or includes substance abuse, mental health, medical data or any information not consistent with this MOA shall be made in writing through the CSOSA Office of General Counsel (OGC);
- i) The Parties agree that CSOSA and PSA are the owners of any administrative record data that is shared, retrieved or accessed through their database systems and the Parties will maintain such records in accordance with the terms of this MOA.
- j) The Parties shall retain CSOSA/PSA administrative record data commencing upon execution of this MOA and store sensitive administrative data in areas that are physically safe (i.e., encrypted methods that secure the data at rest and in transit) from access by unauthorized person at all times.
- k) The Parties acknowledge that an information system incident is an unexpected, unplanned event that could have a negative impact on information technology resources. It requires immediate action to prevent further negative impacts. It may be an event that violates security policies or one that circumvents security mechanisms (e.g., hostile probes, intrusions, malicious software).
- l) If a Party is affected by an intrusion that involves CSOSA or PSA data, the Party shall react to the incident per CSOSA's IT rules of behavior, privacy and incident response policies.
- m) The affected Party shall be responsible for investigating, reporting, resolving the breach, and shall notify CSOSA's Office of General Counsel or designee when an incident involves a Party's host system/infrastructure or a Party's



user's account that hosts CSOSA administrative data.

- n) In the event of a detected intrusion attempt originating from the Party's intrusion detection sub-system or any other agency intrusion detection system that shares collected information concerning the CSOSA and PSA data, the affected Party, or its designated agent shall have the authority to isolate the intrusion, investigate, and notify CSOSA's Office of General Counsel.
- o) If any Party experiences an administrative record paper breach or cyber security intrusion or incident on its electronic system(s) that houses CSOSA or PSA administrative record data, it shall notify CSOSA's Office of General Counsel or designee of the breach incident within one hour of becoming aware of the incident and to U.S. CERT <https://www.us-cert.gov/forms/report> (for electronic).
- p) If a cyber-intrusion occurs on any Party's electronic system where CSOSA/PSA administrative record data is housed, that Party shall be responsible for investigating the breach and the costs of notification of the breach, as well as which stakeholders should be informed of the breach.
- q) CSOSA, upon written notice, may suspend the use and access of the data described in this MOA to any Party whenever a determination has been made that any term of this MOU or related rule, procedure, or policy is violated or reasonably appears to be violated.

## **Procedures Part 2 -Concurrent Supervision**

### **A. Pretrial Services Agency (PSA)**

- 1) PSA will seek to obtain any appropriate release of information form for youths under its supervision in order to exchange treatment information with CSSD/CFSA/DYRS.
- 2) The assigned pretrial services officer (PSO) will work collaboratively with CSSD/CFSA/DYRS to case plan and provide services, as appropriate, to the youth.
- 3) Upon recommendation of modification or adjustment, PSA will consult with and notify CSSD/CFSA/DYRS of any planned or emergency changes of placement or release conditions prior to the changes being implemented, otherwise within 48 hours or two (2) business days.
- 4) PSA will maintain monthly contact with CSSD/CFSA/DYRS to ensure that each respective Party is appropriately providing services consistent with their statutory duties and obligations. All communications will be documented in the PRISM, PSA's information system.
- 5) PSA will provide timely notification within two (2) business days to CSSD/CFSA/DYRS of a youth's significant violation status relative to conditions of release, termination of

services, case transfer, closure, etc. PSA will also provide timely notification to CSSD/CFSA/DYRS of a youth's loss of contact with PSA and/or a youth's failure to appear for a court appearance.

- 6) As appropriate, PSA agrees to work with CSSD/CFSA/DYRS in order to present an agreed-upon coordinated placement and/or service plan and history to the Court. In the event that an agreement cannot be reached between PSA and CSSD/CFSA/DYRS, staff must immediately e.g., on the same day or the next business day, report the disagreement to their respective supervisors for prompt support toward a feasible resolution.
- 7) PSA clients who are placed on GPS may require special case planning with other agencies so that the conditions that supersede others are clearly defined between agencies with the client.
- 8) PSA monitors a youth's pending adult charge while committed with CFSA. Within five (5) business days of the youth's release date, CFSA will contact PSA and conduct a case plan for the ward's reentry into the community.
  - a. If the dual jacketed youth has a pending youth charge where he is securely detained pending trial or disposition PSA agrees to work with CSSD/CFSA/DYRS to present an agreed-upon coordinated placement for the youth within ten (10) business days. In the event that an agreement cannot be reached between PSA and CSSD/CFSA/DYRS, staff must immediately, e.g., on the same day or next business day, report the disagreement to their respective supervisor for prompt support towards a feasible resolution.

#### B. Department of Youth Rehabilitation Services (DYRS)

- 1) The assigned DYRS case manager or social worker will work collaboratively with the other Parties to create and execute a case plan and provide services for the youth and his or her family.
- 2) The DYRS case manager or social worker, to the extent feasible, will invite the respective worker from the other Party agencies to all team decision-making meetings or any other case planning meetings in reference to dual jacketed youths.
- 3) When possible, the DYRS case manager or social worker will consult with and notify the case managers of the other Party agencies of any planned or emergency change of placement prior to the placement change.
- 4) The DYRS case manager or social worker will make immediate contact with the case managers of the other Party agencies when there is imminent harm to the youth or when the youth poses an imminent significant risk of harm to the community.
- 5) The DYRS case manager or social worker will maintain biweekly contact with CSOSA/ PSA and any other relevant or appropriate agencies to ensure appropriate provision of

services and progress of the youth. All communications will be documented in the respective Party's information systems, including the placement of the youth in a residential facility.

- 6) The DYRS case manager or social worker will provide timely notification to the other Party agencies within two (2) business days of non-compliance, termination of services, case transfer, closure, or other actions that will effect dual supervision, including the placement of the youth in a residential facility.
- 7) The DYRS case manager or social worker will provide immediate notification to the case managers of the Party agencies and any other designated persons when a youth absconds from a DYRS placement and/or fails to appear for a youth court proceeding.
- 8) As appropriate, and to the extent possible, each Party agrees to present an agreed-upon unified placement and or service plan and history to the Court.
- 9) Upon the release of a dual jacketed youth from prison or a Residential Treatment Facility, the DYRS Team Decision Making Coordinator or Case Manager /Social Worker will invite the adult Probation/Parole Officer/ PSO to attend the meeting and contribute to the case plan for the youth's reentry back into the community.
- 10) In cases where the services provided to a youth are contracted through a Lead Entity, the DYRS Case Manager or Social Worker will maintain the responsibility as the primary point of contact with those providers as well as maintain the role as primary supervisor of the youth. The case manager/social worker will provide the adult probation/parole officer with monthly reports regarding the youth's compliance. When the youth is not compliant with the services provided and conditions of his or her DYRS Community Placement Agreement (CPA), DYRS will provide notice within two (2) business days for all non-compliance with services and CPA, including serious infractions such as GPS tampering, placement disruptions, and abscondences.
- 11) In cases where the services supplied to a youth are provided by PSA and CSOSA, the adult pretrial/probation/parole officer will maintain the responsibility as the primary point of contact with the service providers as well as maintain the role as primary supervisor of the youth. The pretrial/probation/parole officer will provide monthly reports regarding the youth's compliance to the DYRS case Manager. When the youth is not compliant with the services provided and conditions of probation, the pretrial/probation/parole officer will provide notice of the non-compliance to DYRS within two (2) days of the agency's notification of violation(s). For serious infractions of pretrial/parole/probation, notification will occur within (2) business days of the agency's notification of violation(s).
- 12) In the event an agreement cannot be reached between the Parties' staff charged with joint case planning and/or coordinating responsibilities, the staff on the same date or the next business day of the matter not being resolved must report the disagreement to their respective supervisors for prompt resolution.

C. Court Social Services Division (CSSD)

- 1) The assigned CSSD probation officer will work collaboratively with the other Parties to ensure case planning, services and supervision for the youth occurs.
- 2) The CSSD probation officer, to the extent feasible, will invite the respective worker from the other Party to all youth probation conferences or any other case planning meetings in reference to dual jacketed youths. However, the youth's case plan shall not be amended, unless it is determined by the youth's probation officer that modification(s) of the plan is needed to meet the goals of the youth's disposition.
- 3) The CSSD probation officer shall consult with and notify the social worker/case manager/probation officer representing the other Party (ies) of any planned or emergency change of Court ordered placement prior to the placement change.
- 4) The CSSD probation officer shall maintain biweekly contact with other Parties to ensure appropriate provision of services. All communications will be documented in the respective Party's information systems as well as in JUSTIS.
- 5) The CSSD probation officer shall provide timely notification to the other Parties of non-compliance, termination of services, case transfer, closure, etc. Note: CSSD shall not be required to request an extension of the period of youth probation beyond the period in effect at the time that the matter becomes a dual jacketed case.
- 6) As appropriate, and to the extent possible, each Party agrees to present an agreed-upon unified placement and or service plan and history to the Court.

#### D. Child and Family Service Agency (CFSA)

- 1) The assigned CFSA social worker will work collaboratively with the other Parties to create and execute a case plan and provide services for the youth and his or her family.
- 2) The CFSA social worker will invite the respective workers from the other Parties to all family team meetings, or any other case planning meetings in reference to youths who have adult criminal charges.
- 3) The CFSA social worker will consult with and notify the case managers of the other Parties of any planned or emergency change of placement prior to the placement change.
- 4) The CFSA social worker will maintain biweekly contact with CSOSA/ PSA/DYRS and any other relevant or appropriate agencies to ensure appropriate provision of services and progress of the youth. All communications will be documented in the respective Party's information systems.
- 5) The CFSA social worker will provide notification within two (2) days to the other Parties of non-compliance, termination of services, case transfer, compliance, and closure.
- 6) The CFSA social worker will provide notification within 24 hours to the case managers of the

Parties and any other designated persons when a youth absconds from a CFSA placement.

- 7) As appropriate, and to the extent possible, each Party agrees to present an agreed-upon unified placement and/or service plan and history to the Court
- 8) In the event an agreement cannot be reached between the Parties' staff charged with joint case planning and/or coordinating responsibilities, the staff on the same date or the next business day of the matter not being resolved must report the disagreement to their respective supervisors for prompt resolution. If not resolved by the respective supervisors, a team meeting shall convene so the team can reach an agreement.
- 9) Whenever possible the coordinated plan should move the young person toward release to or reunification in a stable and nurturing family like setting.

E. Court Services and Offender Supervision Agency (CSOSA)

- 1) The assigned CSOSA Community Supervision Officer (CSO) will work collaboratively with the other Parties to create and execute a case plan and provide services for the youth and his or her family.
- 2) The CSOSA CSO will invite the respective workers from the other Parties to all family team meetings, or any other case planning meetings in reference to youths who have adult criminal charges.
- 3) The CSOSA CSO will consult with and notify the case managers of the other Parties of any planned or emergency change of placement prior to the placement change.
- 4) The CSOSA CSO will maintain biweekly contact with CFSA/PSA/DYRS and any other relevant or appropriate agencies to ensure appropriate provision of services and progress of the youth. All communications will be documented in the respective Party's information systems.
- 5) The CSOSA CSO will provide notification within two (2) days to the other Parties of non-compliance, termination of services, case transfer, and closure.
- 6) The CSOSA CSO will provide notification within 24 hours to the case managers of the Parties and any other designated persons when a youth absconds from a CSOSA placement.
- 7) As appropriate, and to the extent possible, each Party agrees to present an agreed-upon unified placement and/or service plan and history to the Court.
- 8) Prior to release or upon placement or supervision with CSOSA of a committed youth under the age of 21 from prison or a Residential Treatment Facility, the adult Probation/Parole Officer will connect with the CFSA social worker to plan a joint pre-release planning meeting and contribute to the case plan for the client's reentry into the community.

- 9) In cases where the services supplied to an offender are provided by CSOSA, the adult community supervision officer will maintain the responsibility as the primary point of contact with the service providers as well as maintain the role as primary supervisor of the ward. The community supervision officer will provide monthly contact and information sharing regarding the youth's compliance to the CFSA Social Worker, PSA Pre-Trial Officer, and or DYRS Case Worker. When the youth is not compliant with the services provided and/or conditions of probation, the community supervision officer will provide notice of the non-compliance to CFSA within two (2) days.
- 10) In the event an agreement cannot be reached between the Parties' staff charged with joint case planning and/or coordinating responsibilities, the staff on the same date or the next business day of the matter not being resolved must report the disagreement to their respective supervisors for prompt resolution.
- 11) Whenever possible the coordinated plan should move the youth toward release to or reunification in a stable and nurturing family like setting.

## **VI. ADMINISTRATIVE PROVISIONS**

### **A. Anti-Deficiency Act**

Nothing contained in this MOA shall be construed to obligate any Party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Federal Anti-Deficiency Act, 31 U.S.C. §1341 (federal and DC Parties); and the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001) (DC Parties only), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### **B. Controlling Regulations and Laws**

Each Party understands that the provisions of this MOA are subject to federal and local laws of the District of Columbia. The Parties shall comply with all applicable laws, regulations, and rules, whether in force at the time of the execution of this MOA or subsequently enacted or promulgated during the period this MOA is in effect, including but not limited to federal and D.C. laws governing the disclosure of drug/alcohol treatment records, mental health, and other sensitive and personally identifiable information. Nothing in this MOA shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of their respective youth.

### **C. No Rights Created**

This MOA does not and shall not be construed to create any rights, substantive, or procedural, enforceable at law by any person in any matter, civil or criminal.

### **D. No Third-Party Beneficiary**

This MOA shall not and is not intended to benefit or to grant any right or remedy to any person or entity that is not a Party to this MOA.

E. Existing Obligations Not Affected

This MOA is not a substitute for any statutory, regulatory or policy obligation a Party may have. Any such obligations an agency may have are still binding on that Party.

F. Liability/Indemnification

Each Party is responsible for its own conduct under this MOA, and retains all rights, benefits, privileges, defenses, including immunities, available under applicable federal and the District of Columbia law. No Party agrees to insure, defend, or indemnify any other.

G. Confidential Information

The Parties to this MOA will use, restrict, safeguard, and dispose of all information related to services provided by this MOA, in accordance with all relevant federal and local statutes, regulations, and policies. Information provided by any Party in the performance of responsibilities associated with the performance of this MOA shall remain the property of that Party.

H. Publicity and Media

Publicity releases and/ or media interviews in connection with the activities credited to this MOA shall not be undertaken by any Party without consultation with the other Parties' designated official(s) responsible for public/ media affairs.

I. Effective Date

This MOA is effective upon signing by the last Party and shall remain in effect thereafter unless modified or terminated. The agreement will not be limited by the departure of a Party.

J. Modification and Termination

This MOA may be modified at any time by written consent of all Parties, and may be terminated by any Party upon 60 days advance written notice by the terminating Party to the remaining Parties. Additionally, all Parties agree to provide reasons for termination and agree to meet during the interim period for the purpose of renegotiation or modification of the MOA. The MOA will not be terminated by the departure of any single Party.

K. Full Agreement and Merger

The terms and conditions of this MOA constitute the full and complete agreement among the Parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this MOA unless all Parties consent to vary or alter the provision in a signed writing.

L. Dispute Resolution and Governing Law

## **ATTACHMENT “A” POINTS OF CONTACTS**

### **Child and Family Services Agency**

Lia Walker  
Community Partnership Administrator 202 727.3443

Michelle Frazier  
Permanency Administrator 202 645-6547

Sarah Thankachan  
Office of Youth Empowerment 202 442--6174

### **Court Services and Offender Supervision Agency**

Yolanda Bethea  
Acting Associate Director, Community  
Supervision Services (CSS) 202.585.7339

Debra Kafami  
Deputy Associate Director, CSS 202.585.7403

Renard Brown  
Program Analyst 202.585.7374

### **Court Social Services Division**

Jacqueline Wright  
Program Manager, Region -1 202.508.1819

Pauline Francis  
Program Manager, Intake 202.879.4742

Vonda Frayer  
Youth Intake Unit I (Moultrie Courthouse)  
Supervisory Probation Officer 202.879.4786



Mark Jackson Youth Intake Unit II (Youth Serv Cen. Olivet Rd.), Supervisory Probation Officer	202.409.1690
--	--------------

**Criminal Justice Coordinating Council**

Charisma X. Howell, Deputy Executive Director	202.442.7739
---	--------------

**Department of Youth Rehabilitation Services**

Garine Dalce, Deputy Director of Youth and Family Services	202.299.3923 (office) 202.805.7790 (cell)
--	--

Julie Ennis, Program Manager, Case Management Division	202.299.3928 (office)
--	-----------------------

**Pretrial Services Agency**

For information concerning new arrests or intake matters: PSA Diagnostic Units (24/7 operation)

Janeth Munoz, Court Services Program Manager	202.585.7028 202.585.7030 202.585.7073
--	--

For information concerning cases being handled within PSA's supervision area:

PSA Supervision Program Cynthia Cummings, Supervision Program Manager	202.585.7955 202.442.1668
--	------------------------------

For information for cases involving persons with substance abuse and/or mental health issues:

PSA Treatment Program Michael McGuinness, Treatment Program Manager	202.220.5505 202.220.5509
--	------------------------------

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOA promptly by negotiations between executives who have authority to settle the controversy. If the Parties cannot resolve their dispute through good faith negotiations, the Parties agree that in any legal action arising under this MOA, the applicable federal and District laws shall apply and the venue will be in the United States District Court for the District of Columbia.

M. Jointly Drafted

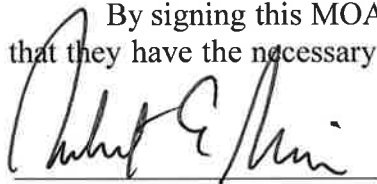
This MOA shall be deemed to have been drafted by all Parties, and in the event of a dispute, shall not be construed against any individual Party.

N. Notices

All notices related to this MOA shall be sent by the most expeditious means available, including but not limited to email, overnight courier, facsimile, certified or registered mail to the addresses set forth below. Notice shall be deemed delivered when received by the other Party. The individuals listed in "Attachment A" are the points of contact for each Party.

**VII. SIGNATORY PROVISION**

By signing this MOA on behalf of the Parties, the signer represents and warrants that they have the necessary authority to bind the participating agency for which they sign.



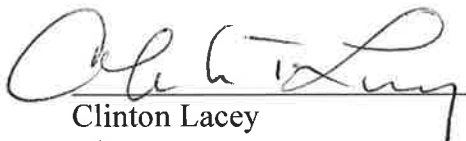
Robert E. Morin  
Chief Judge  
Superior Court of the District of Columbia

1/13/17  
Date



Nancy Ware  
Director  
Court Services and Offender Services  
Agency for the District of Columbia

1/12/2017  
Date



Clinton Lacey  
Director  
D.C. Department of Youth  
Rehabilitation Services

1/24/17  
Date



Brenda Donald  
Director  
D.C. Child and Family Services Agency

1.17.17  
Date



Clifford T. Keenan  
Director  
Pretrial Services Agency

1/13/2017  
Date



Mannone Butler  
Executive Director  
Criminal Justice Coordinating Council

1.13.17  
Date

---