

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF NEW YORK ADMINISTRATION FOR CHILDREN’S SERVICES
AND
THE NEW YORK CITY DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**

This Memorandum of Understanding (this “Agreement”), effective as of July 1, 2023 (the “Effective Date”), is by and between the City of New York (“City”) Administration for Children’s Services (“ACS”), with a location at 150 William Street, New York, New York 10038, and the Department of Youth and Community Development (“DYCD,”) with a location at 2 Lafayette Street, New York, New York 10007 (each individually a “Party,” and jointly the “Parties”).

RECITALS

WHEREAS, DYCD engages vendors to provide evidence-informed approaches to identify and engage individuals most likely to be involved in gun violence and deploy interventions aimed at curbing that behavior before it occurs (the “Cure Violence Services”);

WHEREAS, the Parties seek to provide Cure Violence Services to youth detained at the Horizon Juvenile Center, located at 560 Brook Avenue, Bronx, New York 10455 and Crossroads Juvenile Center, located at 17 Bristol Street, Brooklyn, New York 11212, youth entering foster care at the ACS Nicholas Scoppetta Children’s Center, located at 492 1st Avenue, New York, New York 10016 (the “ACS Facilities”), and works with ACS contracted providers to provide Cure Violence Services to youth in the care and/or custody of ACS at additional juvenile justice facilities (“Provider-Operated Facilities”) as well as on aftercare in the community and other ACS-affiliated sites as requested by ACS (collectively, the “Cure Violence Facilities”);

WHEREAS, the City of New York Mayor’s Office of Criminal Justice (“MOCJ”) previously entered into an intra-city agreement with ACS, for the period of July 1, 2022 through June 30, 2024, for the provision of Cure Violence Services at certain Cure Violence Facilities and effective July 1, 2023, the provision of Cure Violence Services is being transferred from MOCJ to DYCD;

WHEREAS, DYCD engaged cure violence providers (the “Cure Violence Agencies”) to provide Cure Violence Services at Cure Violence Facilities;

WHEREAS, the Parties wish to enter into this Agreement to continue the provision of Cure Violence Services at certain Cure Violence Facilities;

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 promises and covenants herein set forth, the Parties agree as follows:

AGREEMENT

Article I. Term; Termination

Section 1.01 Term. The term of this Agreement begins on the Effective Date and runs for one (1) year, through June 30, 2024, unless it is terminated sooner pursuant to this Agreement.

Section 1.02 Renewal. By mutual written agreement, the Parties may renew for up to three (3) years.

Section 1.03 Modification. This Agreement may not be modified except by mutual written consent of the Parties.

Section 1.04 Termination. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other or immediately by mutual written consent of the Parties. Any party may terminate this Agreement immediately if, in such party's reasonable judgment, just cause exists.

Section 1.05 Survival. The Parties agree that Article III shall remain in full force and effect following the expiration or termination of this Agreement.

Article II. Scope of Services

Section 2.01 Services at Cure Violence Facilities

- (a) In connection with Cure Violence Services provided at the Cure Violence Facilities in connection with this Agreement, DYCD shall require that the Cure Violence Agencies:
 - (i) Require all current and prospective employees, independent contractors, interns and volunteers performing work related to this Agreement (the "Cure Violence Agency Personnel") to complete an orientation and training program facilitated by ACS and/or ACS-identified providers, clarifying the Cure Violence Agency Personnel's role at the Cure Violence Facilities and the community while serving juvenile justice-involved youth;
 - (ii) Use Cure Violence Agency Personnel who have at least two (2) years of work or volunteer experience performing services designed to benefit the community;
 - (iii) Provide and implement Cure Violence Services at Cure Violence Facilities as described in further detail in the Scope of Work, attached to and made part of, this Agreement as Exhibit A;
 - (iv) Inform appropriate ACS staff immediately, and in no event later than one (1) hour after the youth's disclosure, of any information a youth discloses to Cure Violence Agency Personnel that may endanger that youth or any other person, to facilitate such youth's receipt of appropriate services;

- (v) (A) Participate, as requested by ACS, in on-going assessment, evaluation, monitoring and review of Cure Violence Services and provide all information requested by ACS related to the Cure Violence Services, and (B) track the provision of Cure Violence Services at each Cure Violence Facility and provide a monthly report and other reports/data requested by ACS by the 20th day of the following month in accordance with the template provided by ACS, which includes, but is not limited to: (1) the number of youths served, broken down by gender, and (2) of those youths served, the number of youth that disclosed or were identified as having a history of or current gang involvement;
 - (vi) Coordinate with, cooperate with, and assist ACS staff and consultants in connection with the implementation and initiation of Cure Violence Services and participate in meetings and/or calls upon request by ACS;
 - (vii) Tailor the Cure Violence Services (e.g., workshops, one-on-ones, mediations, violence prevention events, including UNHEARD) to the needs and size of the population present at each Cure Violence Facility, on each day when Cure Violence Services are provided;
 - (viii) Provide Cure Violence Services on-site at the Cure Violence Facilities as requested by ACS, at ACS-requested times, which may include weekends, holidays, and early morning or evening hours; and
 - (ix) Refer and connect each youth provided Cure Violence Services to a provider of Cure Violence Services within the applicable youth's community, which may be the Cure Violence Agency itself, to provide Cure Violence Services to such youth upon the youth's release and/or discharge from the Cure Violence Facility.
- (b) Background Checks
- (i) In connection with Cure Violence Services provided at the Cure Violence Facilities in connection with this Agreement, DYCD shall at a minimum require the following, of the Cure Violence Agencies relating to the screening of, and the verification of the credentials and references of, all current and prospective Cure Violence Agency Personnel providing Cure Violence Services at a Cure Violence Facility in accordance with the law and ACS policies (such screening and verification, a "Background Check").
 - A. Obtain current background declarations from each Cure Violence Agency Personnel indicating criminal conviction records, if any, and conduct a record review through the State Division of Criminal Justice Services ("DCJS") for each Cure Violence Agency Personnel who has the potential for direct contact with children;
 - B. (1) Obtain the written consent of each Cure Violence Agency Personnel

performing work for which there is potential for regular and substantial contact with youth for the Cure Violence Agency or ACS to make inquiry of the Statewide Central Register of Child Abuse and Maltreatment (“SCR”) pursuant to section 424-a of the New York State Social Services Law and the Vulnerable Persons’ Central Register’s (“VPCR”) Staff Exclusion List pursuant to section 495 of the New York State Social Services Law, (2) obtain the written consent of each Cure Violence Agency Personnel performing work for which there is potential for substantial, unsupervised or unrestricted physical contact with contact with youth for Cure Violence Agency to request a criminal history background check conducted by the Justice Center (“Justice Center CBC”), and (3) make the inquiries to the SCR and VPCR and obtaining the Justice Center CBCs;

- C. Obtain the written consent of each Cure Violence Agency Personnel for ACS to conduct the inquiries to the SCR and VPCR and obtain the Justice Center CBCs and provide ACS with all information necessary to enable ACS to make the inquiries to the SCR and VPCR and obtain the Justice Center CBCs in the event Cure Violence Agency is prohibited by Law from doing so;
 - D. Make written inquiries to at least three (3) of the applicant’s most recent prior employers and use best efforts to obtain a response to such inquiries prior to utilizing the Cure Violence Agency Personnel to perform work;
 - E. (1) Obtain the written consent of each Cure Violence Agency Personnel performing work who may have contact with residents (as such term is defined by 28 C.F.R. Part 115.5) for such Cure Violence Agency to make inquiry of the SCR pursuant to section 424-a of the New York State Social Services Law, (2) make the inquiry to the SCR, and (3) contact all prior institutional and/or residential care employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse for each Cure Violence Agency Personnel who may have contact with residents (as such term is defined by 28 C.F.R. Part 115.5); and
 - F. Conduct any other screening, review, inquiry or other record search required by ACS policies or the law.
 - G. Maintain complete copies of all Background Check material in the appropriate personnel folders of the individuals involved, and make those available for inspection by ACS or DYCD.
- (ii) DYCD acknowledges and agrees that any cost or fee associated with the collection and submission of the fingerprints of a Cure Violence Agency Personnel in connection with a Background Check shall not be paid by or reimbursed by ACS in connection with this Agreement.
 - (iii) In connection with Cure Violence Services provided at the Cure Violence Facilities in connection with this Agreement, DYCD shall require each Cure Violence Agency

that uses Cure Violence Agency Personnel who work with any youths to first receive a health screening/examination as required by ACS policies and the law, which may include, but need not be limited to, (A) the results of a physical health examination and intradermal test for tuberculosis and follow-up x-ray where the intradermal test is positive, and (B) written certification by an appropriate health services provider that the person is able to perform the duties, including the physical exertion requirements, expected of such person should they be employed by the Cure Violence Agency; and ensuring that such certification shall be retained by the Cure Violence Agency and available for inspection by ACS in accordance with ACS policies and the law.

- (iv) In connection with Cure Violence Services provided at the Cure Violence Facilities in connection with this Agreement, DYCD shall require that no Cure Violence Agency uses Cure Violence Agency Personnel to work, pending the results of the record review conducted by the DCJS and the inquiry to the SCR, where such Cure Violence Agency Personnel has the potential for direct contact with children, unless permitted by and in accordance with the law and ACS policies, and such Cure Violence Agency Personnel does not have unsupervised or unrestricted physical contact (as such phrase is defined in the law) with a youth. In the event a Cure Violence Agency Personnel is used on a probationary basis, DYCD shall require that the Cure Violence Agency maintains documentation in the Cure Violence Agency's personnel files describing supervision and measures taken to ensure the safety of children with whom such staff is working, and notifies ACS in advance of each decision to utilize a Cure Violence Agency Personnel on a probationary basis pending the results of a review conducted by DCJS and the inquiry to the SCR.
- (v) In connection with Cure Violence Services provided at the Cure Violence Facilities in connection with this Agreement, DYCD shall require that no Cure Violence Agency uses Cure Violence Agency Personnel prior to such Cure Violence Agency's receipt of the results of the inquiry to the VPCR related to such person.
- (vi) In connection with Cure Violence Services provided at the Cure Violence Facilities in connection with this Agreement, DYCD shall require that each Cure Violence Agency makes decisions to use Cure Violence Agency Personnel to provide Cure Violence Services at an Cure Violence Facility for which adverse information (e.g., arrest, criminal conviction, indicated SCR report, substantiated VPCR report) was found in connection with the Background Check, in accordance with the law, ACS policies, guidelines and regulations promulgated by OCFS, and guidelines and regulations promulgated by the New York State Justice Center for the Protection of People with Special Needs.
- (vii) In connection with Cure Violence Services provided at the Cure Violence Facilities in connection with this Agreement, DYCD shall require that each Cure Violence Agency that uses Cure Violence Agency Personnel with adverse information (A) maintains documentation of the Background Check of such Cure Violence Agency Personnel in the Cure Violence Agency's personnel files, (B) documents the basis for

the decision to use such person, which shall be signed and approved by Cure Violence Agency's executive director or other senior employee of Cure Violence Agency with authority similar to an executive director, and (C) retains a copy of such documentation in the personnel records of the Cure Violence Agency Personnel.

(viii) In connection with Cure Violence Services provided at the Cure Violence Facilities in connection with this Agreement, DYCD shall require that each Cure Violence Agency informs ACS of decisions to use a Cure Violence Agency Personnel with adverse information within three (3) business days (or such other period established by law or ACS policies) of such decision, and provide such records to ACS, if ACS requests, documenting the Background Check of Cure Violence Agency Personnel and Cure Violence Agency's decision to utilize or not to utilize Cure Violence Agency Personnel to provide Cure Violence Services at an Cure Violence Facility.

- (c) DYCD shall require that the staff of the Cure Violence Agencies (i) report or cause a report to be made to the VPCR when a Cure Violence Agency staff member at an Cure Violence Facility has reasonable cause to suspect that a child provided services at the Cure Violence Facility has been abused or maltreated, and (ii) notify DYCD and staff identified by ACS when the subject of the report is a staff member of a Cure Violence Agency.
- (d) DYCD shall conduct oversight of Cure Violence Agencies pursuant to the terms of any agreement with such agencies to provide Cure Violence Services. Where applicable and appropriate, such oversight shall include review of records maintained by such Cure Violence Agencies and other methods of compliance monitoring.

Section 2.02 Existing Service Providers

- (a) DYCD may utilize existing service providers with which it has existing agreements for Cure Violence Services to provide such services at the Facilities.
- (b) DYCD may, in consultation with ACS regarding the quality and integrity of services delivered to youth in ACS care and custody, terminate such agreements with existing service providers and may procure Cure Violence Services from other service providers. The termination of any such existing agreement shall not require the execution of a written amendment of this Agreement by the Parties under Section 1.03. However, in the event that DYCD wishes to change the provider of Cure Violence Services assigned to a juvenile justice facility or on aftercare, DYCD must give ACS 30 days' notice where practicable of DYCD's intent to do so, propose a replacement, and give ACS an opportunity to assess and respond to the proposed replacement.
- (c) DYCD shall require Cure Violence providers to identify and select competent, faithful, and skilled staff to serve as Cure Violence Agency Personnel and to fulfill the Scope of Services and comply with all ACS rules, regulations and procedures.
- (d) ACS shall inform DYCD of its intent to remove or exclude any Cure Violence Agency Personnel from the Cure Violence Facility if such individual fails to comply with

all ACS rules, regulations and procedures published or otherwise communicated to such Cure Violence Agency Personnel by ACS personnel governing that individual's presence at the Cure Violence Facility; provided, however, that if any individual's presence at a Cure Violence Facility is a threat to health and safety, ACS may exclude such individual immediately with subsequent notification to DYCD. In consultation with one another, ACS and DYCD shall determine the implementation of progressive instruction for any infractions committed by Cure Violence Agency Personnel at a Cure Violence Facility.

- (e) Nothing in this Agreement shall require DYCD to continue utilizing the Cure Violence Services of any existing service provider or of any particular service provider.

Article III. Confidentiality

Section 3.01 General

- (a) DYCD shall hold, and cause the Cure Violence Agencies to hold, confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data (including information related to each youth), furnished to, or prepared, assembled or used by, DYCD or a Cure Violence Agency in connection with this Agreement. DYCD agrees, and shall cause the Cure Violence Agencies to agree, to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that DYCD uses to preserve the confidentiality of its own confidential information. DYCD agrees, and shall cause the Cure Violence Agencies to agree, that such reports, information, or data shall not be made available to any person or entity without the prior written approval of ACS.
- (b) The obligation under this Section 3.01 to hold reports, information or data confidential shall not apply where DYCD or the Cure Violence Agency is legally required to disclose such reports, information or data, by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that DYCD or the Cure Violence Agency, as applicable, complies with the following: (1) DYCD or, as applicable, the Cure Violence Agency shall provide advance notice to the Commissioner of ACS (the "Commissioner"), in writing or by e-mail, that it received a disclosure demand to disclose such reports, information or data and (2) if requested by ACS, DYCD or, as applicable, the Cure Violence Agency shall not disclose such reports, information, or data until the City has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if DYCD or, if applicable, the Cure Violence Agency is prohibited by law from disclosing to ACS the disclosure demand for such reports, information or data.

Section 3.02 Notice of Breach

- (a) DYCD shall provide, and shall cause the Cure Violence Agencies to provide, notice to ACS within three days of the discovery by DYCD or the Cure Violence Agency, as appropriate, of any breach of security, as defined in Admin. Code § 10-50l(b), of any data, encrypted or otherwise, in use by DYCD or the Cure Violence Agency in connection with

the provision of Cure Violence Services at an Cure Violence Facility that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of DYCD or the Cure Violence Agency, or their respective employees, subcontractors, or agents. Upon the discovery of such security breach, DYCD shall take, and shall cause the Cure Violence Agencies to take, reasonable steps to remediate the cause or causes of such breach, and shall provide notice to ACS of such steps.

Section 3.03 Restricting Access to Confidential Information

- (a) DYCD shall restrict, and shall cause the Cure Violence Agencies to restrict, access to confidential information to persons who have a legitimate work-related purpose to access such information.
- (b) DYCD agrees that it will instruct, and shall cause the Cure Violence Agencies to instruct, their respective officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

Section 3.04 Statements to the Press

- (a) Each Party, its officers, employees, and agents, shall notify the other Party at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances.
- (b) DYCD may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Article III.

Section 3.05 Return of Confidential Information

- (a) At the request of ACS, DYCD shall return to ACS, and cause the Cure Violence Agencies to return to ACS, any and all confidential information in the possession of DYCD, the Cure Violence Agencies, or their subcontractors. If DYCD, the Cure Violence Agencies, or their subcontractors are legally required to retain any confidential information, DYCD shall notify ACS in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information.
- (b) DYCD shall confer, and shall cause the Cure Violence Agencies to confer, with ACS, in good faith, regarding any issues that arise from DYCD retaining such confidential information. If ACS does not request such information or the law does not require otherwise, such information shall be maintained in accordance with the requirements set

forth in Article III. Throughout the period that DYCD or a Cure Violence Agency retains any such confidential information, DYCD and the Cure Violence Agencies shall hold such information as required by this Article III.

Section 3.06 Breach

- (a) A breach of this Article shall constitute a material breach of this Agreement for which either Party may terminate this Agreement.
- (b) ACS reserves any and all other rights and remedies in the event of unauthorized disclosure.

Section 3.07 Maintenance of Confidential Information. At the request of ACS, DYCD shall, and shall cause Cure Violence Agencies to, make available to ACS copies of any and all confidential information in the possession of DYCD or Cure Violence Agencies related to the provision of Cure Violence Services at a Cure Violence Facility.

Section 3.08 Photo/Video Use. DYCD shall not, and shall not permit the Cure Violence Agencies to publish in any medium the name, or identifying alias, of any youth receiving services from ACS, any biographical information that could be used to identify any youth receiving services from ACS, any photographs that feature the face or likeness of any youth receiving services from ACS, or any photographs that feature unique marks, such as birth marks or tattoos that could be used to identify a youth receiving services from ACS.

Article IV. Budget and Payment

Section 4.01 Payment. No funds shall be transferred between the Parties for the period of July 1, 2023 through June 30, 2024. DYCD agrees to provide funding for the provision of Cure Violence Services.

Article V. Miscellaneous

Section 5.01 Compliance with Laws. DYCD shall perform, and cause the Cure Violence Agencies to perform, all services under this Agreement in accordance with all applicable laws as are in effect at the time such services are performed and all ACS policies.

Section 5.02 Severability/Unlawful Provisions Deemed Stricken. If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either Party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 5.03 Notice. Notices required herein shall be in writing and shall be sent by certified mail, return receipt requested, and shall be delivered to the other party at the following addresses:

To DYCD:
NYC Department of Youth and Community Development

2 Lafayette Street, 21st Floor
New York, New York 10007
Attention: Angelina Martinez-Rubio, Acting General Counsel

To ACS:
NYC Administration for Children's Services
150 William Street
New York, New York 10038
Attention: Charles Barrios, Associate Commissioner

Section 5.04 No Third Party Rights. The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties, including the Cure Violence Agencies, against the City or their respective officials and employees.

Section 5.05 Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

City of New York Administration for Children's Services	City of New York Administration for Children's Services
<u>Nancy Ginsburg 3.13.24</u>	<u>Margaret Pletnikoff</u> <small>Digitally signed by Margaret Pletnikoff Date: 2024.03.12 15:33:54 -04'00'</small>
Signature	Signature
<u>Nancy Ginsburg</u>	<u>Margaret Pletnikoff</u>
Printed Name	Printed Name
<u>Deputy Commissioner Division of Youth & Family Justice</u>	<u>Chief Financial Officer</u>
Title	Title

**City of New York
Department of Youth and Community Development**

Angelina

Signature

Angelina Martinez-Rubio

Printed Name

Acting General Counsel

Title