

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL CENTER FOR YOUTH LAW  
AND  
ARKANSAS DEPARTMENT OF HUMAN SERVICES  
DIVISION OF YOUTH SERVICES**

**I. PARTIES**

The parties to this memorandum of understanding ("the Agreement") are the National Center for Youth Law (NCYL), a non-profit organization with its offices in Oakland, California, and the Arkansas Department of Human Services, through its Division of Youth Services (DYS), a state agency of the State of Arkansas.

**II. PURPOSE**

The purpose of this Agreement is to engage consultation services to and for the benefit of DHS in connection with the development of a preliminary juvenile justice reform plan, to include the projected budgetary impact of reform for the 2010-2011 biennium budget period.

**III. OTHER AGREEMENTS**

In the performance of this Agreement, NCYL may execute sub-contracts, memoranda of understanding, or other agreements with individuals or entities, including but not limited to contracts with experts and consultants. This agreement shall bind all parties, subcontractors, assigns, and successors.

**IV. NCYL agrees to:**

- a. Provide consultation services to assist DHS in the development of a preliminary juvenile justice reform plan in support of DHS' 2010-2011 biennium budget request which is due no later than June 1, 2008;
  - i. Consultation services will be provided from the date of the execution of this Agreement through May 31, 2008, inclusive, and will include the services of one attorney-expert at 80% time, a second attorney-expert at 20% time, and any qualified expert consultants retained pursuant to the terms of this Agreement, provided these services are funded by a grant awarded to NCYL by JEHT.
- b. Provide follow-up facilitative services in connection with the proposed DHS budget through the period ending August 31, 2008 consistent with the scope of work in NCYL's grant awarded by JEHT;
- c. Retain qualified experts as needed to assist in the development of the plan referenced in IV.a.;
  - i. Any qualified expert consultants retained by NCYL in the performance of this Agreement must be identified and mutually agreed upon by both NCYL and DHS prior to the execution of any sub-contract or engagement letter.
- d. Produce a report by no later than May 31, 2008, outlining the reform recommendations of DHS and the budgetary impact during the 2010-2011 biennium of reform recommendations .
- e. Maintain a confidential relationship with DHS, including preserving confidentiality of information not otherwise subject to public disclosure obtained during this engagement. NCYL further agrees that this

confidential relationship, with respect to information obtained during this engagement, will continue even after this Agreement expires or otherwise terminates for any reason.

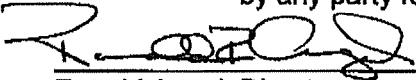
- i. Confidential information includes, but is not limited to, personal health information protected by HIPAA, education records, and other documents and information subject to the protections of state and federal privacy laws.
- ii. NCYL specifically agrees that, after this Agreement terminates, neither it nor its employees will use any information obtained during this engagement contrary to the interests of DYS, its employees, or its clients.

V. DYS agrees to:

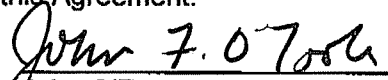
- a. Provide full, voluntary, timely and candid access to information, facilities, agency personnel, documents, and records requested by NCYL to fulfill its obligations under the MOU;
- b. Provide office space, equipment, parking, supplies, and administrative support. To the extent permitted by state regulations, DYS will also provide NCYL staff access to a state vehicle for planned trips to sites in the State of Arkansas, as well as a state-issued Blackberry.
- c. Make recommendations in any capital budget request and in its 2010-2011 budget request which reflect its commitment to the principle that secure confinement of delinquent youth should be used as a last resort for serious, violent, or chronic offenders, and that when secure confinement is necessary, small therapeutic secure facilities will best serve youth.
- d. DYS specifically agrees that its 2010-2011 biennium budget request, and supporting documents, will include recommendations to:
  - i. Reduce DYS' existing secure residential bed capacity, and
  - ii. Develop more community-based support, services, and interventions for youth committed to DYS. The specifics of these recommendations will be informed by review of the risks and needs levels of the existing DYS population, of existing community service capacity, and other data analysis and opinion offered by experts retained by NCYL for the benefit of DYS.

VI. EFFECTIVE DATE & TERMINATION

- a. This Agreement shall be effective immediately upon the signature of the Director of DYS and the Director of NCYL or his designee.
- b. This Agreement shall expire by its terms on August 31, 2008, and it may only be extended by express written agreement between the parties.
- c. This Agreement may be terminated at any time by either party by express written notice to the other party. No liability for damages shall be incurred by any party for failure to complete this Agreement.

  
Ronald Angel, Director  
DHS/Division of Youth Services

Date: 1/17/08

  
John O'Toole, Director  
National Center for Youth Law

Date: 1/17/08