



# **(RE)IMAGINING JUSTICE FOR YOUTH: COLLABORATIVE REVIEW PROCESS & PROCEDURES**

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**OFFICE OF THE RAMSEY COUNTY ATTORNEY**

May 24, 2022



**OFFICE OF THE RAMSEY COUNTY ATTORNEY**

John J. Choi

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Although the purpose of the youth justice system was legally designated as rehabilitation, in reality, its practices have too often modeled the adult system with a primary focus on administering consequences, without fully recognizing and addressing the unique developmental needs of youth. It also results in collateral consequences of justice involvement that extend far beyond the courtroom, limiting future growth opportunities for our youth, which only increases the likelihood of future justice involvement, making our communities less safe.

This does not mean there should be no accountability for harmful behavior, but that meaningful accountability is best achieved through relationships and giving a young person the opportunity to make things right. We know from brain science that human brains are not fully developed until around the age of 25 and that punishing youth traps their brains in their brainstem, in fight/flight/freeze mode, unable to access their cortex where their brains have the ability to develop empathy, learn and grow. The key to unlocking their ability to access that higher-level thinking, according to Dr. Bruce Perry, a leading child psychiatrist who has studied the neuroscience of trauma, abuse and neglect on the developing brain, is through his neurosequential model – first we must help youth regulate, then relate to them, and then, and only then, can we begin to reason with them. This importance of relationships with young people is not only borne out by brain science, but lifted up by members of our community, through their observations and lived experiences, as being fundamentally essential.

In addition, we know the traditional system has produced unacceptable racial disparities with respect to which young people are referred to the justice system, and the types of responses they receive. Our data shows that African American and Indigenous young people are referred to the justice system at rates many times greater than the proportion of the population they comprise. And although 65% of young people (from 2010-2019 who had aged out) were only referred to the system once between the ages of 10 and 17, racial disparities increase significantly with increasing contacts with our office, as Black youth comprised about half of youth who were referred once, 69% of youth referred two to five times, and 98% of youth referred twelve or more times.

It's time for us, as leaders in the justice system, to acknowledge the harm of past practices and demonstrate that we can do better. We can be more responsive to harm and do right by victims, by increasing the speed of our response and engaging the people who have been impacted most by the young person's behavior - the parent/caregiver, victim/survivor/s of harm, and community representative - for their perspectives to inform our decisions.

We are committing to sharing power with our most impacted communities, in co-designing and (re)imagining justice for youth, in decision-making through a collaborative review process, and in responding to harmful behavior in our community through community-based accountability that better serves victims, youth and their families.

We began slowly implementing this new restorative approach in July of 2021 and have continued to revise it as we go. This process of improvement and innovation will continue as we learn more and include interested stakeholders. As an example, we have found it helpful to have a social worker to consult during the collaborative review process to inform conversations about how best to meet young people's needs and connect to county resources and are open to having additional liaisons from law enforcement and/or other areas as deemed beneficial. We are committed to continuous improvement as we continue to evolve, learn, and grow, and advance transparency and trust with community and system partners.

To that end, we have developed an evaluation plan, with guidance and support from youth development researcher/evaluators at the University of Minnesota, to measure both our new process and its outcomes to help us determine if our new restorative approach is outperforming the past outcomes in the traditional system. As data begins to become available, we will share it publicly so our community can hold us accountable for results.

We want to thank all of the members of our (Re)Imagining Justice for Youth leadership team – those who have come and gone and those who have been there from day one – for contributing their wisdom, expertise, passion, frustrations, guidance, patience, dedication, and love to this process. Our community and our justice system will be better for it.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Choi', with a stylized flourish at the end.

John Choi  
Ramsey County Attorney

# Table of Contents

1. Introduction.....	1
1.1. Background.....	1
1.2. Our journey together.....	1
1.3. Our path forward.....	7
2. Guidelines and considerations for reviewing cases with a restorative, equitable, trauma-informed lens. .	8
2.1. Guidelines for Collaborative Review Team.....	8
2.2. Considerations for Collaborative Review Team.....	10
3. Paradigm shift for sustainable, transformative change.....	12
4. Overview of how a case moves through the Youth Justice & Wellness Division.....	12
5. Criteria for cases to be collaboratively reviewed.....	18
6. Forms used in the collaborative review process.....	18
6.1. Case Sheet ( <i>Appendix 1</i> ).....	18
6.2. Letters.....	18
6.3. Provider referrals.....	19
6.4. Evaluation.....	19
7. Policies and Procedures.....	19
7.1. Legal Framework Documents.....	19
7.2. Roles and Responsibilities.....	19
7.3. Contractor Access to Confidential Law Enforcement Reports.....	20
7.4. CRT Purpose: Better Informing RCAO Response to Law Enforcement Referrals.....	20
7.5. Security and Privacy of Data.....	21
7.6. Data Compliance Training.....	21
7.7. Use of County Email Accounts.....	22
7.8. Use of Secure Drive Folder for Access to CRT Data.....	22
7.9. Conflicts of Interest.....	22
7.10. Reporting of Brady Material.....	23
7.11. Confidentiality of CRT.....	24
7.12. Data Classification.....	24
7.13. Official Records Act and Data Retention.....	25
7.14. Data Requests.....	25
8. Elements of the Legal Structure.....	26
8.1. Why the CRT Legal Structure is Important.....	26
8.2. What the Legal Structure is Designed to Accomplish.....	26
8.3. Components of the Legal Structure.....	26

# Appendix

APPENDIX 1 ..... 30

APPENDIX 2 ..... 37

APPENDIX 3 ..... 40

APPENDIX 4 ..... 41

APPENDIX 5 ..... 51

APPENDIX 6 ..... 52

APPENDIX 7 ..... 54

APPENDIX 8 ..... 55

APPENDIX 9 ..... 56

APPENDIX 10 ..... 57

APPENDIX 11 ..... 58

APPENDIX 12 ..... 59

APPENDIX 13 ..... 60

APPENDIX 14 ..... 62

APPENDIX 15 ..... 63

APPENDIX 16 ..... 70

APPENDIX 17 ..... 72

APPENDIX 18 ..... 74

APPENDIX 19 ..... 79

APPENDIX 20 ..... 84

APPENDIX 21 ..... 88

# 1. Introduction.

## 1.1. Background.

The traditional justice system has focused largely on processing cases and administering consequences for harmful behavior, with the assumption that escalating consequences will deter future harmful behavior. County Attorney John Choi often uses a “conveyor belt” analogy to describe the traditional justice system, in which each actor focuses on the role it plays along the line. Nationally, prosecutors in many jurisdictions have been taught to view their role solely through court-based outcomes, tallying numbers of charges and convictions as indicators of success. Prosecutors have traditionally viewed their role as evaluating law enforcement reports, making charging decisions solely on an evaluation of legal sufficiency, filing petitions, seeking adjudication, and then stepping away from the conveyor belt at the conclusion of the court process. That emphasis on court outcomes focused more on administering consequences as opposed to what we now know as meaningful accountability. Holding youth accountable in their community by people they have relationships with is more likely to engender empathy and growth, and has been proven to get better long-term results for community safety, whereas when disconnected adults attempt to hold youth accountable, it is more likely to engender defiance and shame.

## 1.2. Our journey together.

In response to feedback from our community, concerns about the school-to-prison pipeline, and the impact on young people who are referred to the justice system, County Attorney John Choi became determined to examine the traditional approach in the youth justice system to better understand which youth are being impacted and how, and how successful these practices are in preventing future harm to victims, further justice involvement, and achieving public safety.

In 2019, we invited a group of community and system leaders to join us in a visit to Yellow Medicine County to learn more about how they had incorporated restorative practices and the use of the circle process into their government response to a variety of community challenges involving the justice system and child protection. Our group included restorative practitioners, youth services providers, and representatives from the public defender’s office, corrections, law enforcement<sup>1</sup>, public health, social services, the county attorney’s office, and the county manager’s office. Together, we participated in circles, listened to the experiences of circle participants and practitioners. The consistent impression of the visiting Ramsey County team, after learning and participating, was that Yellow Medicine County restorative practices are working. A restorative circle process is based on the recognition that human beings are relational creatures, that relationships matter, and people are much more likely to be held accountable for their behavior when they are accountable to people they have a relationship with. The circle process quickly and effectively led to a better understanding of underlying needs leading to system involvement, and through the relationships within the circle, provided meaningful accountability to the person who caused the harm, the people and community harmed, and positively changed behavior.

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<sup>1</sup> Not all who were invited were able to attend the Yellow Medicine trip.

We returned from the Yellow Medicine trip inspired to produce similar transformative justice for youth in Ramsey County. We formed a (Re)Imagining Justice for Youth Leadership Team, comprised of restorative practitioners, representatives from our most impacted communities, community-based service providers, the Ramsey County Public Defender and staff and the Ramsey County Attorney and staff. The team has been meeting since 2019 and has evolved to include youth development researchers and evaluators from the University of Minnesota, and at differing times, representatives from law enforcement, social services, public health, and corrections.

We intentionally named our efforts (Re)Imagining Justice for Youth, with parentheses around re because our community members felt that although people within systems have felt they have been doing justice, no one had ever imagined what justice might look like for the young people involved. In the initial convenings of our leadership team, we spent time building relationships and sharing perspectives from our different roles as public defenders and county attorneys on opposites sides in an adversarial system and from members of our community who see the impacts of justice involvement on young people. Our restorative practitioners continued to educate us about how restorative responses that focus on harms and needs and addressing both can produce much better outcomes for people who have been harmed (often referred to as victims), those who have caused the harm, and in producing safety and wellness for all in our community. We brought in experts from the Legal Rights Center to help us better understand the collateral consequences of justice involvement for youth, as well as other community experts on mental health and healing.

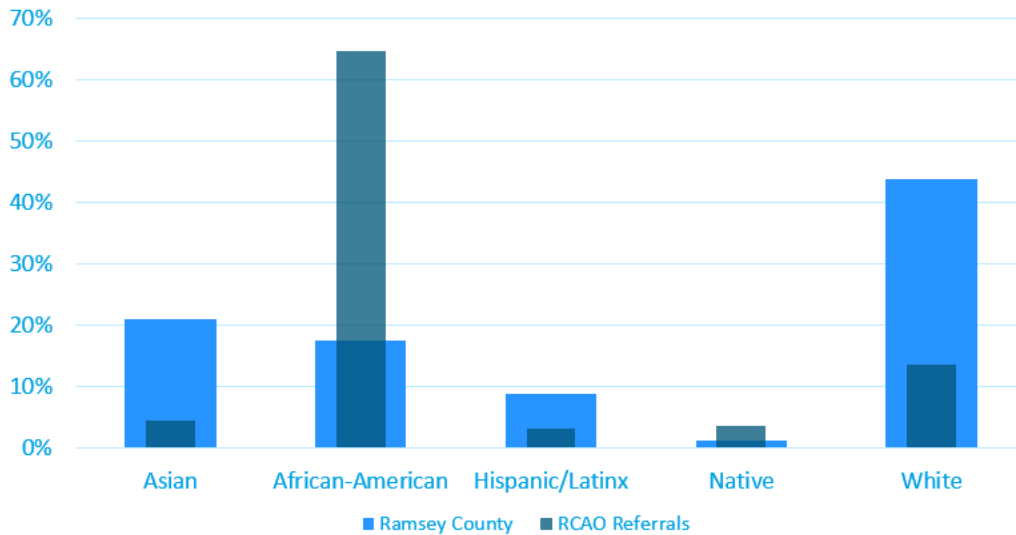
We know our ability to successfully transform our approach to be more restorative and effective rests on our ability to employ evidence-based practices, practice-based evidence, and evaluate our efforts. First, we worked with national researchers to conduct a literature review of best practices in youth justice to learn what the research shows. Next, we brought in youth development and evaluation researchers from the University of Minnesota to help us understand:

- the baseline of results the traditional system was producing;
- which youth are being referred to the system by age, race, and gender, and their experiences within the system; and
- what young people's trajectory was from the youth to the adult justice system.

Our research partners completed a baseline data analysis that we will compare to results achieved by our new, more restorative community-based approaches to evaluate whether we are outperforming the traditional system or not. In addition, they have helped us develop an evaluation plan to measure both the new restorative process to ensure what we want to happen is happening and also the outcomes to see if it's making a difference for youth and people in our community. These analyses will be based on qualitative and quantitative data from our participants and within our systems.

The baseline data analysis was conducted on youth that had been referred to our office for delinquency over a decade, from 2010-2019, who had aged out of the system, so we were able to capture their full experience in the system. The analysis revealed significant disparities in terms of which youth were impacted by justice system involvement. *(See Figure 1 that shows the race of youth referred to the system as compared to the percent of the population they comprise in Ramsey County.)*

## County youth population demographics vs. RCAO referral demographics



\*County estimates based on 2019 census, which relies on an age range 10 to 19 as opposed to Ramsey County's juvenile jurisdiction of 10 to 17 and 2020 data

Figure 1

As shown in the chart above, African American and Native American young people are referred to the justice system at rates many times higher than their share of the population. No other racial group has experienced this disproportionality. As our community members have articulately shared, the historical trauma and systemic oppression experienced by these two groups of people are contributing factors fueling these disparities.



To better understand the success of interventions in the youth justice system, we asked our data analyst to map out young people’s experience after they had been referred. What we learned (see Figure 2 below) is that most young people are only referred to us once between the ages of 10 and 17, but some young people are referred repeatedly, again, and again, and again.

### Snapshot of youth experience in youth system, by number of referrals

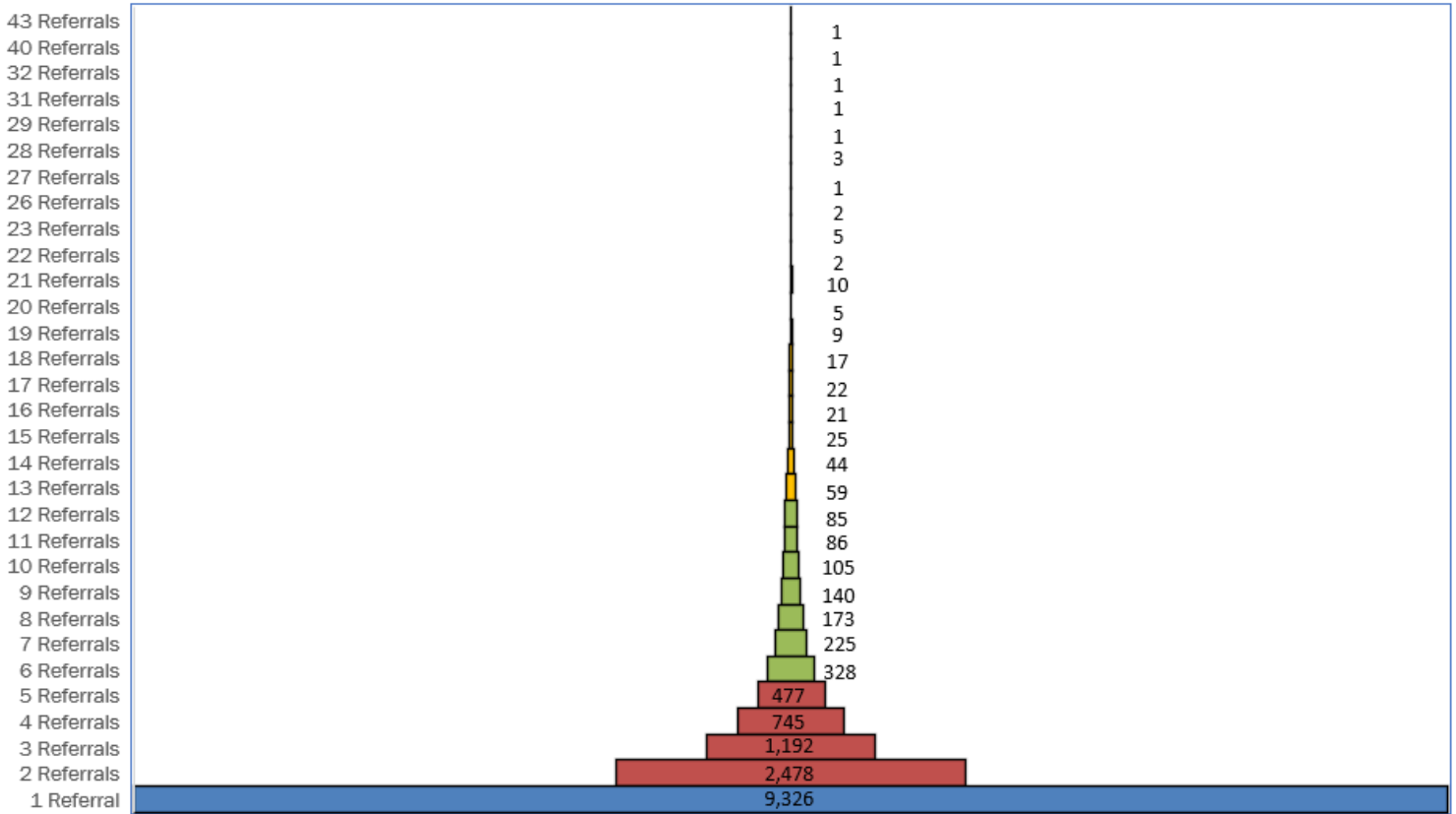


Figure 2.

Not only are racial disparities evident in who is referred to our office, but as referrals increase, racial disparities increase significantly (as demonstrated in Figure 3 below).

### Racial disparities increase significantly as contacts increase

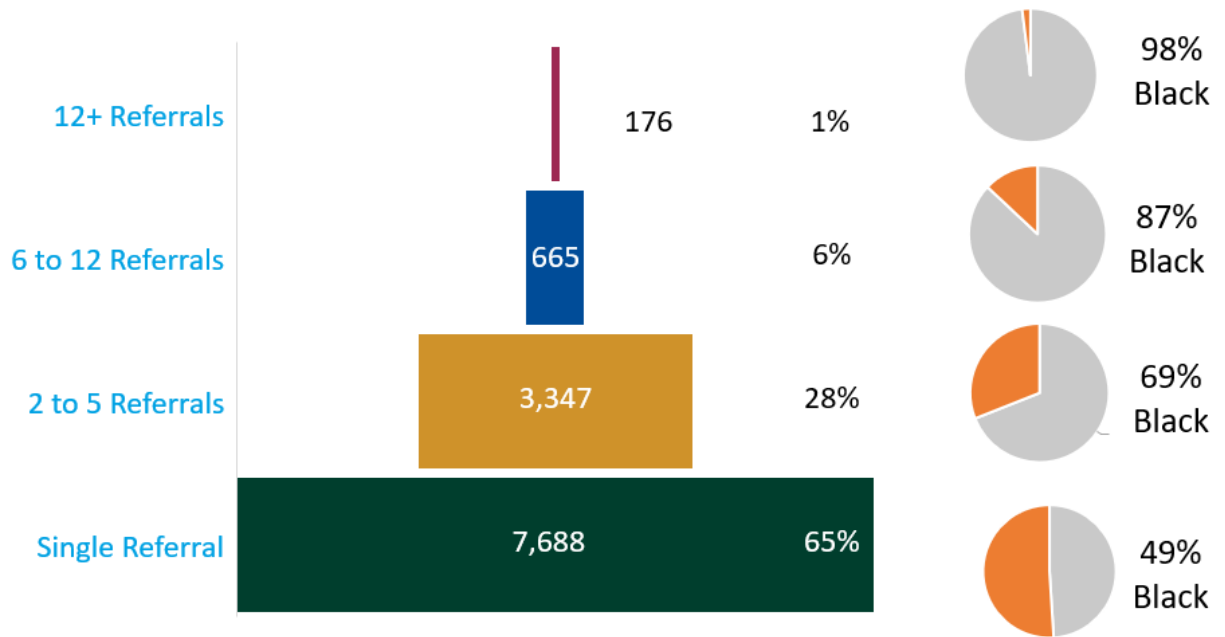


Figure 3.

Another indicator of successful intervention in the youth system is that young people don't end up in the justice system as an adult. To measure this, our researcher did a comparative analysis of young people in our system and whether they ended up with a felony charge in the adult system. (See figure 4 below.) What we discovered is that while 4/5 young people had not ended up with a felony charge in the adult system in Minnesota, of those that did, the likelihood increased as contacts with our office increased and as the severity of the referral increased.

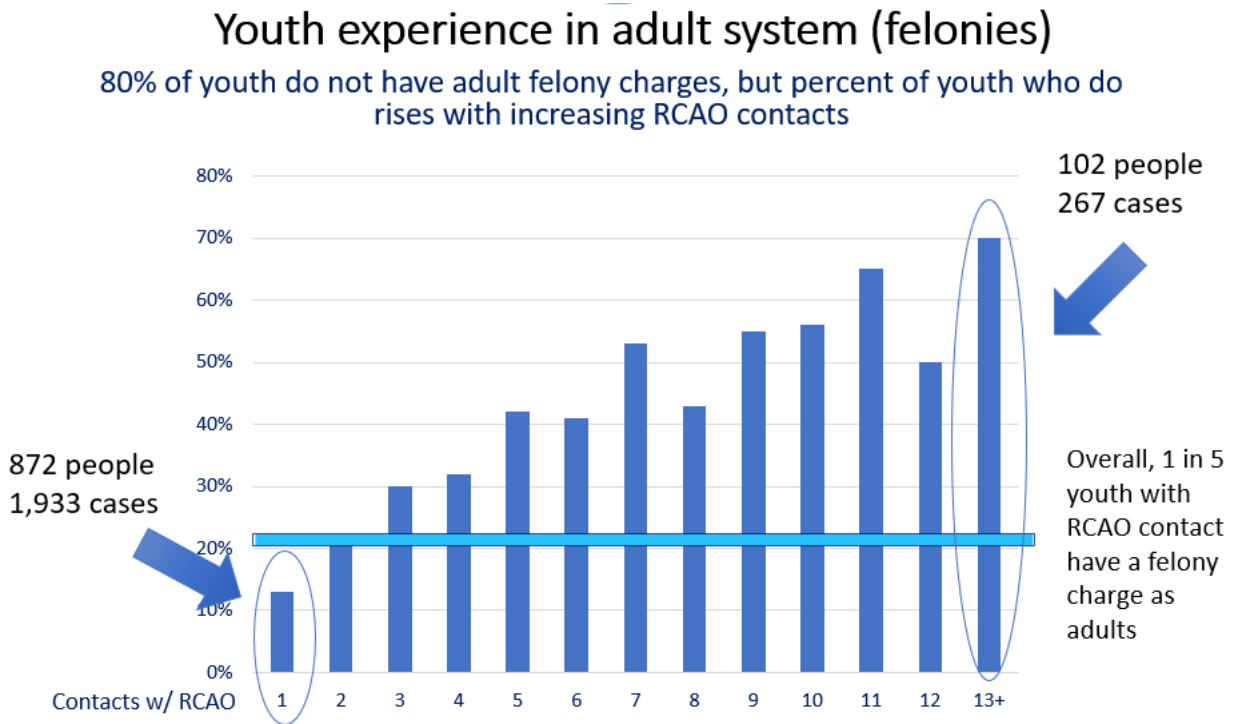


Figure 4.

As evidenced by the data, the traditional justice system has not worked for too many youth and families in our community. Its systemic, structural, racial underpinnings make Black and indigenous people, those with mental health and/or chemical dependency challenges, and those living in under-resourced communities much more vulnerable to becoming entrapped in a cycle of justice involvement that can be difficult, if not impossible, to break out of. The evidence is clear - the traditional system has produced significant racial disparities with respect to youth who are referred to the justice system, high rates of re-referral for Black, latinx, multiracial and indigenous youth (one-year re-referral rates are 51%, 34%, 32%, and 33% respectively), and too often led to further justice involvement in adulthood.

## 1.3. Our path forward.

Together with our community, public defenders and prosecutors, we are (re)imagining justice for our youth by shifting to a restorative continuum of responses that are developmentally appropriate; repair and heal from the harm caused; empower our community; acknowledge and address underlying causes of behavior; provide youth meaningful opportunities to repair harm caused; and connect youth to resources and support to strengthen our community and provide safety and wellness for all.

### 1.3.1. Goals.

- To work alongside and share power with our community to co-design a restorative youth justice system that enhances public safety and wellness for all in our community.
- To eliminate racial disparities in the youth justice system.
- To engage parent/caregivers, people directly impacted by the harm, and our community to inform our prosecutorial discretion and decision about how best to respond.
- To promote meaningful accountability so youth can understand the impact of their actions on the person/s harmed (victim/s), develop empathy, and have a real opportunity to begin to repair that harm.
- To view and respond to young people’s behavior through developmentally appropriate, restorative, equitable, trauma-informed ways that address underlying needs to prevent harmful behavior from recurring.
- To increase responsiveness by improving the speed and quality of our responses to harmful youth behavior so young people are better able to develop empathy, learn and grow.
- To improve service to people harmed (victims) by engaging them earlier in the process to understand how they were impacted and what they need to heal so their perspective can inform the collaborative review process and determination of how to respond.

### 1.3.2. Outcomes.

Increase positive outcomes:

- Connection to school, community, caring adults
- Protective factors, resilience, skills
- Engagement with families
- Doing right by people harmed (victims)
- Provide supportive resources to meet basic and developmental needs

Decrease negative outcomes:

- Number of youth referred to RCAO
- Number of youth re-referred to RCAO
- Number of youth petitioned
- Collateral consequences

### 1.3.3. The Collaborative Review Process.

Central to our leadership team efforts to transform the justice system is sharing power with our community in two key ways – both in creating a *collaborative review process* to determine how best to respond to incidents referred by law enforcement and also in providing those responses through meaningful *community-based accountability* options for young people.

At the heart of the collaborative review process is the county attorney sharing power with representatives from our most impacted communities and the public defender’s office to jointly review and recommend to the county attorney how best to restoratively respond, consistent with the county attorney’s legal authority and prosecutorial discretion under state and federal law. Our goal in creating a collaborative review team consisting of an assistant county attorney and representatives from our most impacted communities, as well as those who represent youth in court, and engaging families and victims on the front end is to provide multiple perspectives to lead to better informed decisions.

For the first time, this process will allow the RCAO to make decisions about petitioning cases based on a fuller understanding of the young person’s story and the circumstances that caused the incident to be referred by law enforcement for review, beyond is the limited information contained in the police report.

## 2. Guidelines and considerations for reviewing cases with a restorative, equitable, trauma-informed lens.

### 2.1. Guidelines for Collaborative Review Team.

We believe our community is best positioned to hold its members accountable to repair harm caused and to support and inform people about community expectations for behavior. Therefore, we assert that a referral to community-based resources and/or a restorative, healing circle is the best option, unless there is information that suggests it is inappropriate for a given situation, and if so, we must justify why another option is better.

The restorative practices approach is not new; it is adapted from indigenous cultures in North America and around the world. The use of restorative practices including circle practices and family group conferencing began to surface in the justice systems of North America in the 1970s<sup>2</sup>. We must understand and trust the circle process when we hand incidents over to the restorative practice

provider. Participation in circle is voluntary and confidentiality is essential to building trust and identifying underlying contributors to behaviors so they can be addressed.<sup>3</sup> The circle process is not about calling people out but bringing them in for deeper engagement.

It is critical that we engage a people-centered approach and acknowledge that harmful behavior impacts everyone around, including the person who caused it; it is not a one-way impact ‘from perpetrator to victim’ as it has been portrayed.

We are attempting to bring a problem-solving perspective and view these situations through restorative, equitable, trauma-informed lenses. We must be willing to listen - truly listen - to all involved, including the person who caused the harm and the person or persons harmed. We need to hear people’s lived experience and be willing to experience discomfort at hearing the truth from someone else’s perspective, not be threatened by it. We will honor the youth’s and/or family’s story by following through and getting them meaningful help by connecting them to resources and support.

Having a truly collaborative review team will require intentionally building trust and relationship among its members. We need to build proximity to the people we are serving by ensuring there is enough racial and socioeconomic diversity at the table to get to know who youth really are. We will ensure a humane process.

We must ground ourselves in the gravity of what we’re embarking on – we are committed to transformational change - not building more off ramps to the traditional system but transforming the system itself. To do this, we must hold space to challenge traditional paradigms when they arise and replace them with our new restorative paradigms.

As we share information within the collaborative review team, we agree to use it to help our team problem-solve and understand how best to heal and repair harm and help youth succeed. Our team will strive for consensus; if it cannot be reached, all members will have the opportunity to advocate their position to the RCAF Director of Youth Justice & Wellness, who will value all perspectives and decide how best to proceed.

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<sup>2</sup> <https://zehr-institute.org/what-is-rj/>

<sup>3</sup> Definition of restorative justice, <https://www.sandiego.edu/soles/leadership-studies/restorative-justice-facilitation-and-leadership-certificate/>

## **2.2. Considerations for Collaborative Review Team.**

### **Identifying and repairing harm:**

1. What harm was caused and to whom?
2. How best can amends be made for the harm caused?
3. How do we help heal from the harm caused? If people were harmed, what do they need to heal?

### **Understanding youth, underlying causes, and preventing recurrence of harmful behavior:**

1. What are the developmental needs of this youth at this age and stage of development?
2. What are the underlying causes that may have contributed to this behavior?
3. What supports and/or skills might this youth need to prevent this behavior from recurring in the future?

### **Supporting positive youth development and connections:**

1. How can we best meet the needs of the youth and their family?
2. How can we help connect the youth to school, community, and caring adults?
3. How do we help the youth realize their full potential?

Our (Re)Imagining Justice for Youth leadership team developed these questions so the Collaborative Review Team is intentional in meeting our three bolded goals above. By thoughtfully considering each of these questions, along with the information they have gotten from law enforcement, from the person identified as the victim (referred to in restorative practices as the person harmed) and any information our community member may have received from the young person's family.

In addition to thinking through these questions, the team applies a restorative framework, which centers on harms, needs, and obligations. Based on the information they have, team members determine what they think the level of harm caused is relative to the level of needs the young person may have. Figure 5 below shows the harm and needs matrix, followed by research-based decision-making guidance.

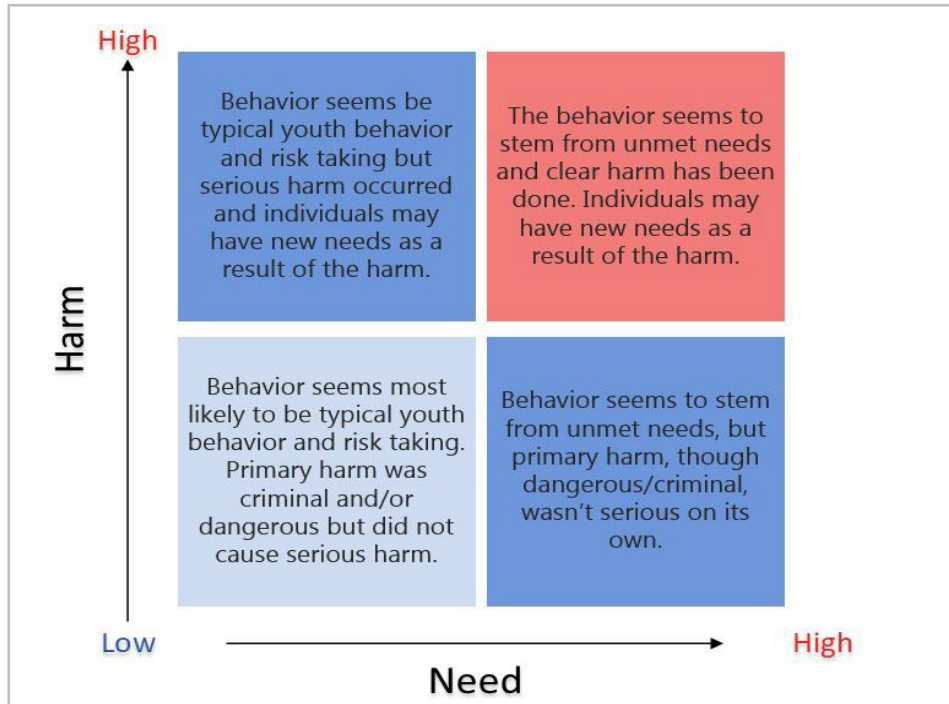


Figure 5

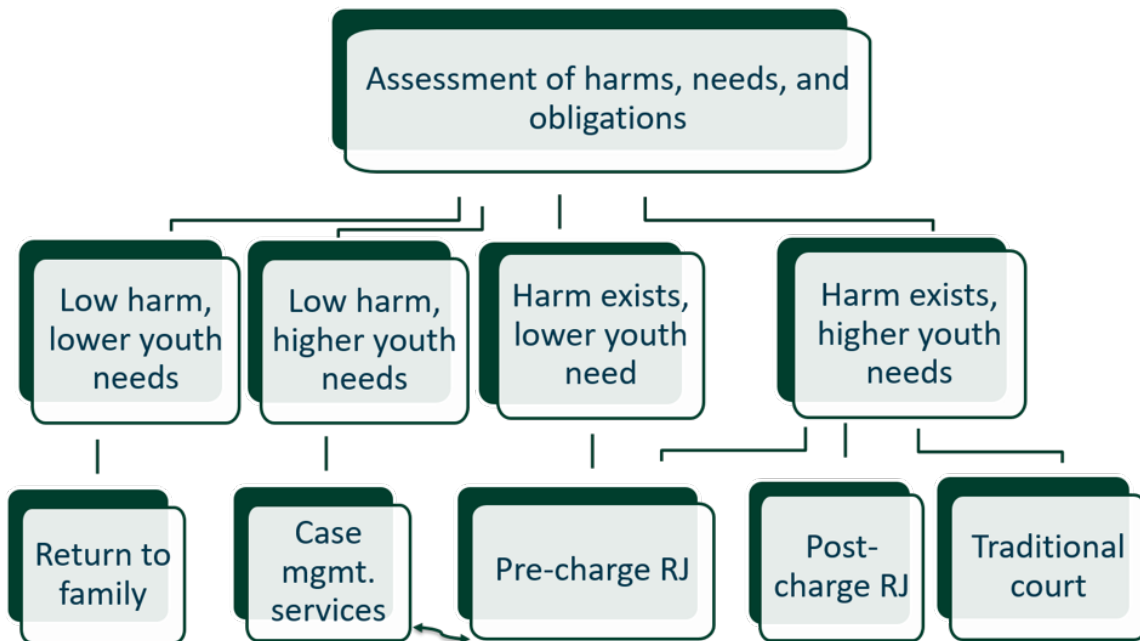


Figure 6.

The decision-making process is captured on a form called the case sheet. The sum and substance of the collaborative review process is captured on a form entitled “Collaborative Review Team Staffing Sheet.” (See [Appendix 1](#)).



### 3. Paradigm shift for sustainable, transformative change.

In our many discussions about reimagining justice, we found that we continued to default to the same positions or circle back to past conversations that leadership team members felt we had already discussed and worked through. We determined that we needed to document the shifts we are trying to make so when these similar conversations pop up again, we can go back to the document to reference the direction we all agreed we are heading in. We also asked our researchers to help us learn what we need to do to ensure these changes are sustainable and they introduced a model that demonstrated that we can change practices and policies, but if we don't change the mental models that underlie these procedures, we aren't likely to produce sustainable change. As a result, we crafted a paradigm shift document to capture the shifts we're trying to make, including transforming mental models to promote sustainability. (See [Appendix 2](#).)

### 4. Overview of how a case moves through the Youth Justice & Wellness Division.

Law enforcement refers incidents to the Youth Justice & Wellness Division involving youth that are either in custody (detained at the Juvenile Detention Center) or out of custody (out in the community). If a youth is being detained, there are strict statutory timelines that necessitate a quick decision,<sup>4</sup> therefore these young people's cases are reviewed traditionally by an assistant county attorney.

The cases that move through the collaborative review process start with a law enforcement referral when a young person is released from custody (a decision informed by Corrections' use of a risk assessment instrument<sup>5</sup>) or the incident is submitted to our office for out-of-custody review. Once we receive a referral from law enforcement, an assistant county attorney reviews the incident to determine whether the facts submitted are legally sufficient to petition a case to court. If not, the case will be declined.<sup>6</sup> The county attorney may also decide to refer the matter back to the parent at this point in the process. Referral to the parent is an option for incidents in which there is a low level of harm, the young person does not have a delinquency history, and the county attorney determines the parent/caregiver is in the best position to address the behavior.

If the out-of-custody case does meet the legal criteria to be petitioned, the county attorney determines whether the possible offenses that may be charged are eligible for collaborative review.<sup>7</sup> If not, the county attorney petitions the case to court. If so, the case is forwarded to the

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<sup>4</sup> Minn. Juv. Del. P.R. 5.04 Release or Continued Detention

<sup>5</sup> The purpose is to help make an objective determination as to which children are appropriate for release after booking and which need to remain detained until their first appearance in front of a judge.

<sup>6</sup> Examples of why cases are refused for petitioning include: (1) needs further investigation; (2) facts don't support charges; (3) in the interest of justice.

<sup>7</sup> See *Section 4* of this document that lists offenses that are currently excluded from the collaborative review process.

collaborative review team. If there is a victim in the case, a contracted restorative practitioner reaches out to get their perspective on what they experienced and what they need to heal from the harm caused. The restorative practitioner captures their input and provides it to the collaborative review team to incorporate into their decision-making. (See [Appendix 3](#) to see the form). Through the collaborative review process, the outreach to people harmed (victims) happens much sooner than in the traditional process. In the traditional process, county attorneys are legally required to reach out to the victim prior to making an offer to the person accused of the crime to resolve the case.<sup>8</sup>

The members of the collaborative review team - an assistant county attorney, assistant public defender and community member - follow the decision-making process set up in Section 2 of this document, a restorative, trauma-informed process. The Ramsey County Attorney's Office has the legal responsibility and authority for the response to young people referred to the justice system. As stated earlier, the goal of the collaborative review is for that decision to be informed by the perspectives of the assistant public defender and community member, along with other supporting members such as a social worker. The public defender is not involved in the process as the youth's legal representative, but to provide a public defender perspective. (See [Appendix 4](#) - Professional Service Agreement).

The team works to come to a consensus as to the best way to restoratively respond to the young person referred. A liaison from Ramsey County Social Services is also in the meetings as a resource for some of the more complex high-need cases. (See [Appendix 5](#) - Agreement defining the role of the social work member). The social worker helps the team connect the youth to appropriate services to best meet the young person's needs. As this process continues to evolve to promote transparency and trust, we may add additional liaisons from other sectors, such as law enforcement. In addition, if the review team discovers the young person has had involvement with another public system, they may request the parent consent to them getting information from that sector to aid in the decision-making. When families choose to consent, it can be helpful in understanding the full picture and improving the effectiveness of the response.

During the collaborative process, the team determines whether they need more information from the youth's family to decide how to respond. If the team needs additional information, the community member reaches out to the parents to ask what has been going on with their young person and what type of resources they believe might be helpful to their child. (See [Appendix 6](#) - Community Member Outreach form). The case is then continued to the subsequent meeting to give the community member an opportunity to connect with the parents so their perspective can be incorporated into the decision.

Once the collaborative review team has all the information they need, they have four options to recommend:

1. Refer the incident back to the parent/caregivers. The parents are best positioned to address the

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<sup>8</sup> M.S.A. §611A.03 Plea Agreement Notifications

incident with their child.

2. Refer to community-based accountability. The case is referred to one of the restorative providers under contract to do restorative circles and/or case management services. Restorative processes provide meaningful accountability and offer people who have been harmed options to engage in the repair of the harm and begin healing. (See steps in figure 7 below.) If the youth is successful with the community-based programming, they will not be petitioned to court.
3. Petition to court and refer to community-based accountability.<sup>9</sup> The case is petitioned to court, but the youth is given the opportunity of community-based accountability. The parties enter into an agreement for a continuance for dismissal so the case will be dismissed if the youth is successfully able to complete community-based accountability.
4. Petition to court. The case is petitioned to court and goes through the traditional process.

If the collaborative review team is not able to reach consensus about how to proceed with the case, the case is sent to the Youth Justice & Wellness division director to review. The director carefully considers the input from the collaborative review team and the different perspectives expressed, along with the information in the file, in reaching a decision.

The above process is depicted visually in *Figures 6* through *8* below:

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<sup>9</sup> Minn. Juv. Del. P. R. 14.01

## RJY vision: Share power with community

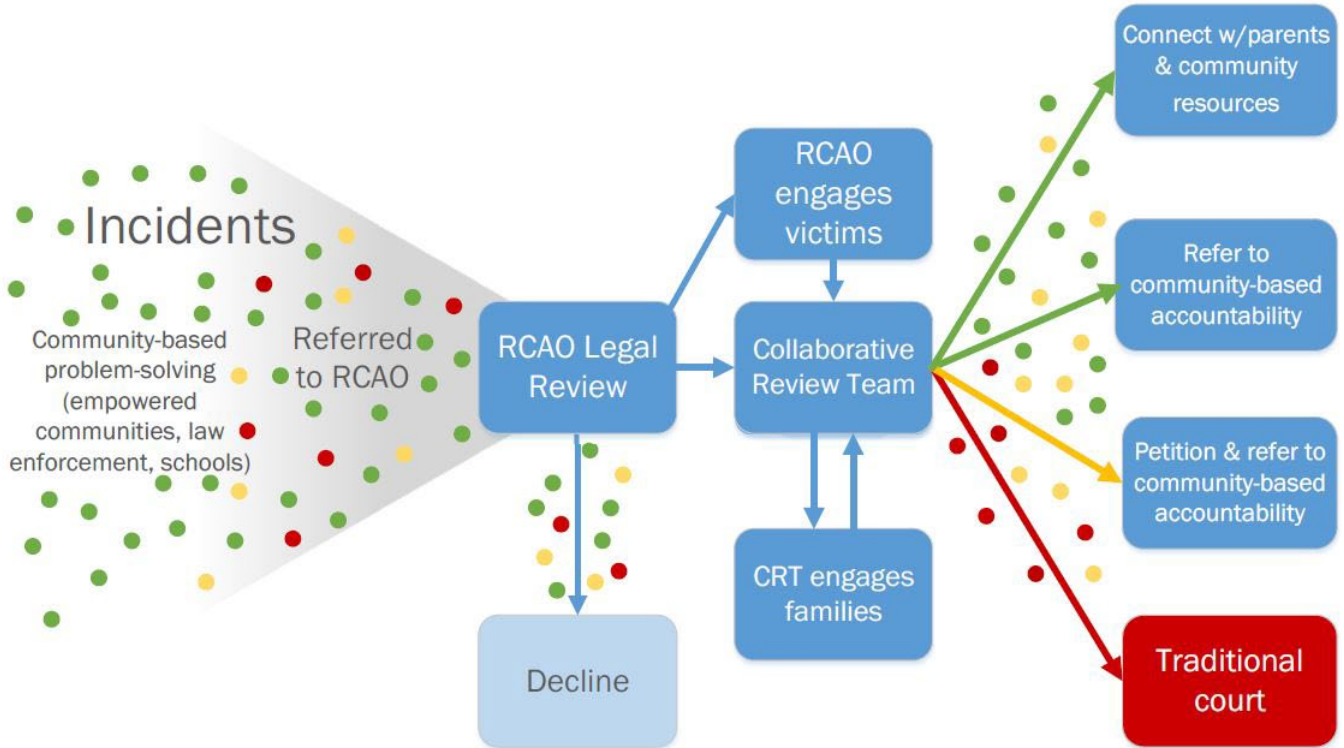


Figure 6.

# How community-based accountability produces meaningful accountability



Figure 7.

# Collaborative Review Process Map

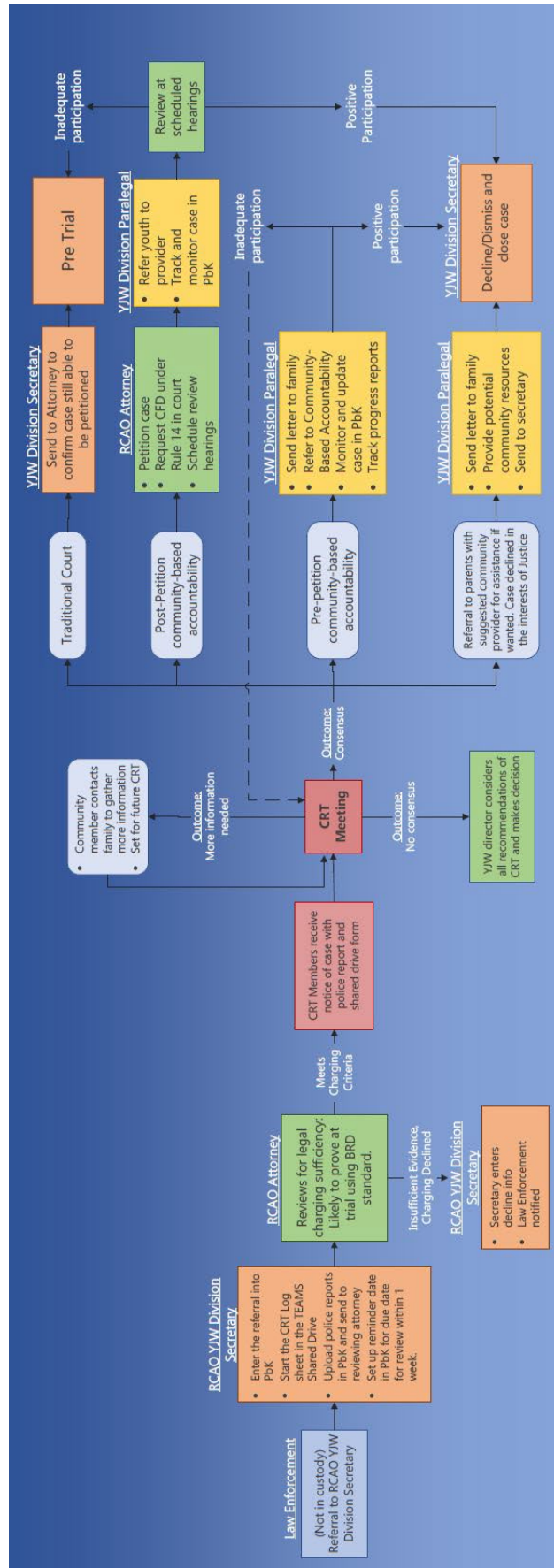


Figure 8.

## 5. Criteria for cases to be collaboratively reviewed.

Cases in which youth are detained at the Juvenile Detention Center **will not** be reviewed collaboratively.

Cases in which youth are not detained at the Juvenile Detention Center **will be** reviewed collaboratively, **with the exception of:**

- Any case resulting in death;
- Any case involving a firearm;
- First or Second-Degree Assault;
- First or Second-Degree Aggravated Robbery;
- Criminal Sexual Conduct; and
- Any other case that appears to the reviewing attorney to be an immediate public safety risk, with approval of the division director.

## 6. Forms used in the collaborative review process.

### 6.1. Case Sheet ([Appendix 1](#)).

### 6.2. Letters.

#### 6.2.1. Law enforcement.

- Letter to law enforcement-referral back to parents or to community-based accountability ([Appendix 7](#)).
- Letter to law enforcement to close the case- successful completion of community-based accountability ([Appendix 8](#)).

#### 6.2.2. Parents.

- Parent letter: referral back to parent ([Appendix 9](#)).
- Parent letter: referral to community-based accountability ([Appendix 10](#)).
- Parent letter: completed and closed community-based accountability ([Appendix 11](#)).

#### 6.2.3. Victims.

- Victim letter: referral back to parent ([Appendix 12](#)).
- Victim letter: referral to community-based accountability ([Appendix 13](#)).
- Victim letter: completed and closed community-based accountability ([Appendix 14](#)).

### **6.3. Provider referrals.**

- Link to provider progress and closing report form ([Appendix 15](#)).

### **6.4. Evaluation.**

- Participant survey forms ([Appendix 16](#)).
- Case Management Participant Satisfaction Survey ([Appendix 17](#))
- Community Services Provider Evaluation Protocols ([Appendix 18](#))

## **7. Policies and Procedures.**

The following policies and procedures have been adopted by the Ramsey County Attorney’s Office (RCAO) to support its Youth Justice & Wellness Division’s Collaborative Review Team (CRT). These policies and procedures provide additional detail, support, and accountability for the CRT legal framework, consisting of contracts for services, non-disclosure agreements (NDA), a memorandum of understanding (MOU), administrative process protections, and the CRT data classification, protection, and retention plan.

### **7.1. Legal Framework Documents.**

#### **7.1.1. Policy.**

RCAO will support the legal framework of the CRT through maintaining up-to-date and legally enforceable contracts for services, non-disclosure agreements, and a memorandum of understanding signed by all CRT members.

#### **7.1.2. Procedure.**

The Director, Youth Justice & Wellness Division, (“the Director”) will work with the directors of Administration and the Civil Division, as necessary, to annually review and report to the Chief Deputy County Attorney that the documents required by this policy are in place, in effect, and updated to reflect any needed amendments.

### **7.2. Roles and Responsibilities.**

#### **7.2.1. Policy.**

RCAO will clearly define the roles and responsibilities of CRT members and support both RCAO staff and CRT contractors with clear direction and training to assure accountability for the privacy and security of private and confidential data.

#### **7.2.2. Procedure.**

All individuals participating in the CRT, either directly or indirectly as support staff, will be trained



concerning the purpose and intent of the CRT and its legal framework before they begin providing services to the CRT. The Director and/or their designee will serve as the point person to track and report individual training(s) and for responding to questions or issues that may arise concerning the operation of the CRT. The Director shall ensure that the required trainings take place as new personnel or new/additional contractors begin participating in the CRT.

### **7.3. Contractor Access to Confidential Law Enforcement Reports.**

#### **7.3.1. Policy.**

RCAO will allow CRT contractors to access, review, assess, and discuss among CRT members relevant law enforcement reports from active investigations involving children referred for charging to RCAO.

As contractors, CRT members are “individuals within the entity” whose work assignments reasonably require access to private and confidential data on individuals as provided under Minn. R. Parts 1205.0400 and 1205.0600.

CRT contractors will not be provided with data disclosing the identification of identities protected under Minn. Stat. Section 13.82, subdivision 17, or with medical, financial, or other sensitive data that is not relevant or essential to the deliberations of the CRT.

#### **7.3.2. Procedure.**

Each CRT member (for example, RCAO, Public Defender, Community member) will be allowed to access active law enforcement investigative data/peace officer records on children only after they have been redacted by RCAO, as necessary to eliminate identities protected under Minnesota Statutes Section 13.82, subdivision 17 and remove all medical, financial, or other sensitive personal information that is not relevant or essential to the deliberations of the CRT. After redaction, the law enforcement referrals will be uploaded to and saved on a secure RCAO drive folder and accessed by CRT members only through permissions provided by their assigned Ramsey County email accounts.

RCAO support staff working with the CRT will be trained on the CRT Legal Framework, the CRT Data Classification, Protection, and Retention Plan, protected identities under Minn. Stat. Sect. 13.82, subd. 17, and the use of Adobe Pro or similar software for use in redaction prior to providing services to the CRT. The Director will work with the Director of Support Services to ensure and track that the required training of support staff has occurred before services begin.

### **7.4. CRT Purpose: Better Informing RCAO Response to Law Enforcement Referrals.**

#### **7.4.1. Policy.**

RCAO will use the CRT process to help better inform its decisions as to how best to respond to youth referred from law enforcement.

#### **7.4.2. Procedure.**

After reviewing the law enforcement referral and consulting with other individuals, as necessary (e.g., young person referred and/or their family, person/s harmed), CRT members will meet and discuss the referral and possible recommendations. The paralegal will capture the sum and substance of the conversation through the CRT Fillable Form, which will document CRT members' collective thoughts, impressions, and recommendations concerning the best way to restoratively respond to the referral to: (1) repair and heal from harm caused, (2) acknowledge and address underlying causes of harmful behavior; (3) provide youth meaningful opportunities to make amends for their behavior; (4) connect youth and their families to resources and support to strengthen community; (5) provide safety and wellness for all members of the community. The CRT will seek to reach consensus on recommendations for each case presented for review. If consensus is not achieved, the Director will make the decision concerning the RCAO response.

### **7.5. Security and Privacy of Data.**

#### **7.5.1. Policy.**

CRT members will follow established County protections for information security and privacy, including all Ramsey County Information Services Department policies and procedures. Those policies and procedures are available for review by contractors and RCAO staff on [RamseyNet](#) and require, among other things, the reporting of security and privacy incidents.

#### **7.5.2. Procedure.**

All CRT members and associated RCAO staff will receive the CRT Legal Framework training and the included training/certification requirements for maintaining the privacy and security of CRT data before they begin providing services to the CRT. The Director will work with the RCAO Director of Administration and the Director of Support Services to verify and track that all CRT members and associated RCAO staff have been trained on the CRT Legal Framework and its CRT data classification, protection, and retention scheme before they begin to provide services to the CRT.

### **7.6. Data Compliance Training.**

#### **7.6.1. Policy.**

CRT Contractors must successfully complete Ramsey County's mandatory countywide data training prior to commencing contract services and annually thereafter.

#### **7.6.2. Procedure.**

The Director will work with the RCAO Director of Administration and/or their designee to verify and track that each CRT contractor has successfully completed the required annual countywide

data training.

## **7.7. Use of County Email Accounts.**

### **7.7.1. Policy.**

CRT contractors must only use their assigned Ramsey County email accounts for all electronic communications relating to the CRT.

### **7.7.2. Procedure.**

The Director will work with the RCAO Director of Administration or their designee to ensure each CRT contractor is assigned a Ramsey County email account prior to the commencement of services under the service agreement. Each CRT contractor must also complete the Ramsey County countywide annual data training and be provided with the CRT Legal Framework training before providing services under their agreement.

## **7.8. Use of Secure Drive Folder for Access to CRT Data.**

### **7.8.1. Policy.**

All CRT-related data will be maintained and accessed only through a secure RCAO drive folder /TEAMS Folder made accessible to CRT contractors via assigned access permissions allowed only through their Ramsey County email accounts.

### **7.8.2. Procedure.**

Prior to commencing services on behalf of the CRT, each CRT contractor will be provided with a Ramsey County email account. The Director will work with the RCAO Director of Administration and/or their designee to ensure that email accounts are in place and access to the secure drive folder is configured before contract services begin.

## **7.9. Conflicts of Interest.**

### **7.9.1. Policy.**

Any known or suspected conflicts of interest involving CRT members must be promptly reported to the Director. A conflict of interest exists in any situation that has the potential to prevent impartiality or create bias in a CRT member. A conflict of interest exists when a CRT member's other professional interests, or personal interests such as family, friendships, financial or social factors, could compromise their judgment, recommendations, decisions, or actions in the CRT. Conflicts of interest for RCAO and Office of the Second Judicial District Public Defender CRT members also include those set forth in Rules 1.7, 1.8, 1.9, and 1.10 of the Minnesota Lawyer's [Rules of Professional Conduct](#).

The Office of the Second Judicial District Public Defender: as a contractor to and participant in the CRT, must develop and implement its own internal policies and procedures addressing conflicts of interest consistent with paragraph VI of the CRT MOU concerning its potential representation of youth currently or previously involved with the CRT.

### 7.9.2. Procedure.

A RAO staff member or contractor participating in the CRT shall promptly inform the Director of any known or suspected conflicts of interest they may have involving an individual case being considered by the CRT, other CRT members, or the CRT process. The Director will then work with the individual to either resolve the conflict or recuse the reporting individual from consideration of the case and/or further involvement in the CRT. Conflicts of interest may be discussed and/or resolved with the participation and input of other, non-conflicted CRT members, at the discretion of the Director.

## **7.10. Reporting of Brady Material.**

### 7.10.1. Policy.

CRT contractors shall report to the Director when they become aware of any evidence or information that tends to negate the guilt of an accused or mitigates the offense of an individual who has been petitioned with a delinquency offense or charged with a crime. This includes any evidence that might contradict or refute the individual's guilt or reduce the individual's level of culpability, reduce the disposition or sentence imposed upon that individual by the court, or that which relates to the credibility of a witness.

This obligation applies to *any* information obtained or learned in any petitioned or charged case irrespective of whether the individual's case has been considered by the CRT. The CRT Community member has no obligation to disclose any such information if it is obtained or learned outside of the scope of Community Member performing services on behalf of RAO.

### 7.10.2. Procedure.

Information known or suspected by CRT contractors to be "Brady material" as described above must be promptly reported to the Director. The Director will consult with the Chief Deputy, RAO Assistant County Attorneys, and/or other CRT members as may be necessary and appropriate to evaluate the nature of the disclosed information and determine whether, how, and when it should be disclosed in any relevant proceedings. RAO will take timely action as required by law to disclose any information deemed to be Brady material to the defense once a case is petitioned or charged by the RAO.

## **7.11. Confidentiality of CRT.**

### **7.11.1. Policy.**

The communications and deliberations of the CRT, whether verbal or in writing, remain confidential. The term “confidential” in this context means that the communications and deliberations are protected as attorney work product; it does not mean that CRT communications and deliberations are “confidential data on individuals” as defined under Minn. Stat. § 13.02, subd. 3. Attorney work product confidentiality protections will apply to all case information not otherwise classified by state law, including but not limited to handwritten or electronic case notes, documents, and records, and electronic or verbal discussions and communications, including but not limited to voicemail.

### **7.11.2. Procedure.**

All individuals participating directly or indirectly in the CRT will be provided with training concerning the confidentiality of CRT data and discussions. The County Attorney representative will remind the CRT of the confidentiality of the CRT meeting, process and discussion at the initiation of each CRT meeting. Any violations of CRT confidentiality by CRT contractors will be dealt with through contract enforcement mechanisms; any violations of CRT confidentiality by RAO staff will be dealt with as a personnel matter.

## **7.12. Data Classification.**

### **7.12.1. Policy.**

#### *Law Enforcement Investigative Data*

Law enforcement investigative data provided to the CRT will be classified as private and/or confidential data on individuals and accessed, disclosed, and maintained consistent with the requirements of Minn. Stat. 260B.171, subd. 5 (Peace Officer Records on Children) and Minn. Stat. § 13.82 (Comprehensive Law Enforcement Data).

#### *Data Created by CRT*

Data created by the CRT, including but not limited to notes of document review, notes of conversations or interviews, voicemail messages, and email correspondence, will be classified and protected as attorney work product, consistent with Minn. Stat. § 13.393 and relevant common law authority.

### **7.12.2. Procedure.**

All Youth Justice & Wellness RAO attorneys, RAO support staff, and CRT contractors will be trained on the CRT Legal Framework, including its CRT Data Classification, Protection, and Retention Plan, prior to providing services to the CRT. The Director will work with the Chief Deputy, Director of

Administration, and the Director of Support Services to ensure and track that all RCAO attorneys, support staff, and contractors working with the CRT have received and completed their required training(s).

## **7.13. Official Records Act and Data Retention.**

### **7.13.1. Policy.**

RCAO's official record in each case will consist only of the relevant information in the law enforcement referral and CRT fillable form. The CRT Fillable Form will include the sum and substance of the input, impressions, and recommendations of CRT members and the final recommendation/decision of the RCAO Director, Youth Justice & Wellness Division.

### **7.13.2. Procedure.**

The CRT will utilize only the CRT Fillable Form for preserving the record of the CRT's official activities in each case. At the completion (the case is declined or dismissed by the RCAO or the court) of each CRT case the paralegal will notify the CRT members in writing to immediately delete or destroy all other electronic or handwritten case information within their possession or control. The paralegal will also delete the case from the Share Point, One Drive, and/or TEAMS site.

## **7.14. Data Requests.**

### **7.14.1. Policy.**

All requests for CRT data made pursuant to the Minnesota Government Data Practices Act will be provided with a timely response in accordance with state law and the underlying classification of the data.

All requests for CRT data made to CRT contractors shall be handled and responded to by the RCAO and not by the contractor.

### **7.14.2. Procedure.**

The Director, the RCAO Responsible Authority Designee, and the RCAO Director of Communications will be informed of each request for CRT data. CRT contractors will promptly report to the Director any request for CRT data made to the contractor and will rely upon RCAO to provide all response(s) to such requests. RCAO will promptly provide a written communication to the requestor acknowledging receipt of the data request. Final responses to data requests will include only data identified as "private data on individuals" as may be properly disclosed to the subject-requestors of data. Data classified as "confidential data on individuals" will not be disclosed in response to a data request. The CRT Fillable Form may be generically identified as data held by the CRT in each case but will be withheld from data responses pursuant to the

protection afforded by the attorney work product doctrine. Motions to quash subpoenas or other appropriate legal objections will be filed by RCAO in response to subpoenas or motions for court orders seeking CRT data classified as attorney work product.

## **8. Elements of the Legal Structure.**

### **8.1. Why the CRT Legal Structure is Important.**

- The work of the CRT involves a wholly new paradigm of using outside contractors with unique experience and perspectives to help better inform the County Attorney’s youth justice charging decisions.
- Part of this work will involve allowing contractors to assess, review and discuss the police reports and records from ongoing investigations involving children.
- RCAO has not previously shared law enforcement data with non-attorney contractors to inform charging decisions because the underlying records are classified as confidential data on individuals.

### **8.2. What the Legal Structure is Designed to Accomplish.**

- Clearly define roles and responsibilities.
- Put legal protections in place.
- Establish protocols for the creation, dissemination, maintenance, and retention of data.
- Support both RCAO staff and contractors with clear direction and training.
- Assure accountability for the privacy and security of data.
- The approach is entirely consistent with that used in other County service areas where private, confidential and/or highly regulated data and data systems are shared with county contractors.

### **8.3. Components of the Legal Structure.**

8.3.1. Contracts for Services (available upon request, subject to MN data practices act).

- A Minnesota government entity may contract with any private person, individual, corporation, or organization to perform or assist in the performance of any of its functions.
- Government contractors must create, collect, receive, store, use, maintain, and disseminate data in accordance with the requirements of the Minnesota Government Data Practices Act (MGDPA). Minn. Stat. Ann. § 13.01.

- This allows government entities to share private and confidential data on individuals with their contractors when required to perform contract services. Minn. Stat. Ann. § 13.05.
- Paradigm: RCAO contractors stand in the shoes and place of the Office; by contract, they are an extension of the office and its workforce.

### 8.3.2. Non-Disclosure Agreements ([Appendix 19](#)).

- The NDA works together with the service contract to protect the security and privacy of private and confidential data.

### 8.3.3. Memorandum of Understanding ([Appendix 20](#)).

- Outlines the background for and defines the composition and vision of the CRT.
- Defines CRT goals and establishes a commitment to continuous evaluation and improvement.
- Defines data to be shared and establishes a general framework for the data distribution and retention plan.
- Addresses conflicts of interest.
- Establishes the confidentiality of the CRT process.
- Requires the reporting of all known Brady material to RCAO.
- The MOU is the operational “playbook” for the CRT—know it well and keep it at hand.
- In the event RCAO decides at the conclusion of a CRT to refer a youth to traditional prosecution, Member representatives of the CRT will not participate in the subsequent prosecution.
- In appropriate situations a youth’s case may be referred to a conflict attorney.
- In all cases where counsel is assigned to a youth, the assignment will be made to protect the youth’s interests and comply with the Rules of Professional responsibility.
- “In every case, Members will maintain the confidentiality of the CRT.”
- Confidentiality will apply to all case information, including, for example, notes, documents, and records, and written or verbal discussions and communications.
- What goes on in the CRT stays in the CRT.
- MOU and the reporting of Brady Material:
  - Non-RCAO Members of the CRT must report to RCAO any information learned that is favorable to an accused individual who has been petitioned to court or charged with a crime.
  - This requirement applies only if the Member has learned of the information while performing services on behalf of RCAO.
  - “Favorable” information includes any evidence that might negate the individual’s guilt or



reduce the individual's level of culpability, reduce the disposition of a sentence imposed, or that relates to the credibility of a witness.

- This obligation applies irrespective of whether the information learned involves a case considered by the CRT.
- The Non-Disclosure Agreements and the Memorandum of Understanding are incorporated by reference into the CRT contractors' Professional Service Agreements.
- This approach makes the NDAs and MOU a part of the Service Agreements, and enforceable both separately and through those Agreements.

#### 8.3.4. CRT Administrative Process Protections ([See Section 7](#)).

- Administrative Oversight of CRT Processes and Procedures by RCAO Management and Staff.
- Establishment and maintenance of CRT-based email accounts.
- Oversight of data training administration and completion.
- Oversight of CRT policy and procedure training administration and completion.
- Maintenance of RCAO secured drive folder for CRT data.
- Oversight of CRT data redaction and distribution.
- Oversight of CRT data protection and retention.

#### 8.3.5. CRT Data Classification, Protection, and Retention Plan ([Appendix 21](#)).

- CRT data contained in and derived from law enforcement referrals and reports will retain their state law classification as private or confidential data on individuals and will be maintained and disclosed only as permitted under Minn. Stat. Sections 260B.171, subd. 5, and Minn. Stat. Chapter 13.
- CRT Created Data.
- Data created by CRT members will be classified as protected attorney work product.
- The attorney work product doctrine creates a presumption of protection applying to materials prepared in anticipation of litigation by anyone associated with an attorney.
- When CRT members create data, they are "preparing materials in anticipation of litigation" by helping to better inform the County Attorney's charging decision.
- CRT-created data may include such things as notes of document review, notes of conversations or interviews, voicemail messages, and email correspondence.
- The attorney work product doctrine's presumption of protection may be overcome through a showing of necessity when relevant, non-privileged information is essential to the preparation of an adverse party's case.

- CRT members and/or their data may be subject to subpoena power if the presumption of protection is overcome.
- Absent assertion of the attorney work product doctrine, CRT created data are deemed presumptively public under the MGDPA. When a request for data is made, the doctrine should be asserted by RCAO to maintain data protection.
- There are no other available state law options for the protection of CRT-created data. The same is true with respect to all other attorney work product within RCAO—this concept is not new or unique to the CRT.
- CRT Data retained:
  - All records necessary to a full and accurate knowledge of (its) official activities.
  - These records include: 1) the law enforcement referral/investigative reports, and 2) the CRT fillable form.
  - The shared fillable form is a shared electronic form for information sharing/shared input by all the CRT members, located in a shared, secured folder. It will be utilized to record and retain the essential information required to document the CRT’s review, recommendations, and decision in each case.
  - No other CRT data will be retained as an official record.
  - Email communications, notes, voicemail recordings, etc. will not be a part of the official record in any case and will not be retained beyond completion of the case.

**Collaborative Review Team Staffing**

**APPENDIX 1**

**YJW Secretary**

**Youth Name:** \_\_\_\_\_ **PbK No.** \_\_\_\_\_  
**Agency Referred by:** \_\_\_\_\_ **Victim Case:** \_\_\_\_\_  
**Date Referred:** \_\_\_\_\_ **Victim Name:** \_\_\_\_\_  
**Description of referral incident including youth’s behavior:** \_\_\_\_\_

**County Attorney Pre-CRT Review for legal sufficiency to charge:**

**Name of Attorney who reviewed:** \_\_\_\_\_ **Date Reviewed:** \_\_\_\_\_  
 **Case Reviewed and deemed likely able to prove beyond a reasonable doubt at trial. Referred to CRT Paralegal to set up for CRT meeting.**  
**Potential charges with statute, level(M/F), and statute of limitations, if charged are:** \_\_\_\_\_

**RCAO Paralegal**

**Case received by CRT Paralegal on:** \_\_\_\_\_  
**CRT Meeting Scheduled for:** \_\_\_\_\_  
**Materials uploaded to CRT File in TEAMS** \_\_\_\_\_ **include:**  
 Redacted Police reports  list other: \_\_

**CRT Review**

**Date of CRT Staffing:** \_\_\_\_\_  
**Names of CRT members present:** \_\_\_\_\_  
**Names of CRT observers:** \_\_\_\_\_  
**Name of CRT Recorder:** \_\_\_\_\_

## Collaborative Review Team Staffing

### Questions for CRT members to think about to center their thoughts prior to the CRT meeting.

*(While answers to these questions may not be available through a review of the police reports, are there concerns that these questions raise that cause you to think more information is needed in order to assess this youth's current needs for healing as well as how to best heal the harm caused?)*

1. Case discussion:

- a. What is the developmental stage – what does that mean for this youth and how does this impact our recommendation? ---                      Comments:
  
- b. Was there a harm caused by the young person and what was the harm caused and to who?
- c. Do we know about the possible trauma this youth has/may have experienced and how does this impact our recommendation? (emotional, generational, specific incidents, etc.)?
- d. What do we know of the relevant inequities that we need to take into account of for this youth. (examples: opportunity gaps, education, health care, etc.)

2. What are the underlying causes that may have contributed to this behavior?

3. Are we aware of what supports the young person and family already have available? What supports and/or skills might this youth and their family need that are likely to prevent this behavior from recurring in the future? How can we best meet the needs of the youth and their family? How do we help heal from the harm caused?

## Collaborative Review Team Staffing

### Questions for CRT members to think about to center their thoughts prior to the CRT meeting.

*(While answers to these questions may not be available through a review of the police reports, are there concerns that these questions raise that cause you to think more information is needed in order to assess this youth's current needs for healing as well as how to best heal the harm caused?)*

4. How can we help connect the youth to school, community, and caring adults? How do we help the youth realize their full potential?

5. After reviewing the police reports provided to you, please share your initial reaction to the events described and which of the 4 tracks you think would best serve the youth, the community and anyone impacted. Share your reasoning for this initial assessment.

Do have the information/facts that we need to make a decision: Yes  No

If no reschedule this CRT for this date:

- **Low need:** Based on the information available, behavior seems most likely to represent typical youth behavior and developmental risk taking
- **High need:** Based on the information available, behavior seems most likely to stem from unmet needs related to trauma, disability, chemical addiction, family stressors (homelessness, poverty), school pushout, etc.
- **Low harm:** Based on the information available, it appears the primary harm was that this behavior is criminal or dangerous, but there was not serious harm, or the harm is primarily that there is potential for harm, or related to community via the accumulations of behavior like this (curfew, litter, speeding)
- **High harm:** Based on the information available, there appears to have been harm and a person or persons who would have needs related to this harm; or there is a clear harm to community

For more information, see Appendix 1

## Collaborative Review Team Staffing

CRT Recommendation:

&lt;Select Recommendation&gt;

Decision

Date:

Was a consensus reached? Yes  No 

If no, case is referred to YJW Division Director

**Case Category at time of Referral:**

- Low need / Low Harm (Guidance ☞ refer back to family with potential community resources)
- Low need / High Harm (Guidance ☞ refer to circle/RJ provider)
- High need / Low Harm (Guidance ☞ refer to case management provider)
- High need / High Harm (Guidance ☞ explore options, learn as we go)

Is there a need for another CRT?  No  Yes, we need to collect the following information:

Case is referred to:

Other

Other:

**What goals are the CRT seeking from engagement with provider:****External provider referral process:**

- Community Member to call to parent/youth to inform of referral plan and to get best contact
- Paralegal to send letter/youth to inform of referral plan
- Paralegal to send referral to provider with accurate contact information
- Paralegal notifies legal secretary to return case to assigned attorney for petitioning to resolve as CFD and a community provider recommendation.
- Paralegal notifies assigned attorney for petitioning

### Collaborative Review Team Staffing

#### Subsequent CRT Meetings

CRT Recommendation:

Decision Date:

Was a consensus reached?

Yes  No

If no, case is referred to YJW Director

**Is there a need for another CRT?**  No  Yes, we need to collect the following information:

Case is referred to:

**Other:**

**What goals are the CRT seeking from engagement with provider:**

CRT Recommendation:

Decision Date:

Was a consensus reached?

Yes  No

If no, case is referred to YJW Division Director

**Is there a need for another CRT?**  No  Yes, we need to collect the following information:

Case is referred to:

**Other:**

**What goals are the CRT seeking from engagement with provider:**

### Collaborative Review Team Staffing

CRT Recommendation:  <Select Recommendation> DecisionDate:

Was a consensus reached?  Yes  No If no, case is referred to YJW Director

Is there a need for another CR  No  Yes, we need to collect the following information:

Case is referred to:  Other:

What goals are the CRT seeking from engagement with provider:

CRT Recommendation:  <Select Recommendation> Decision Date:

Was a consensus reached?  Yes  No If no, case is referred to YJW Director

Is there a need for another CRT?  No  Yes, we need to collect the following information:

Case is referred to:  Other:

What goals are the CRT seeking from engagement with provider:

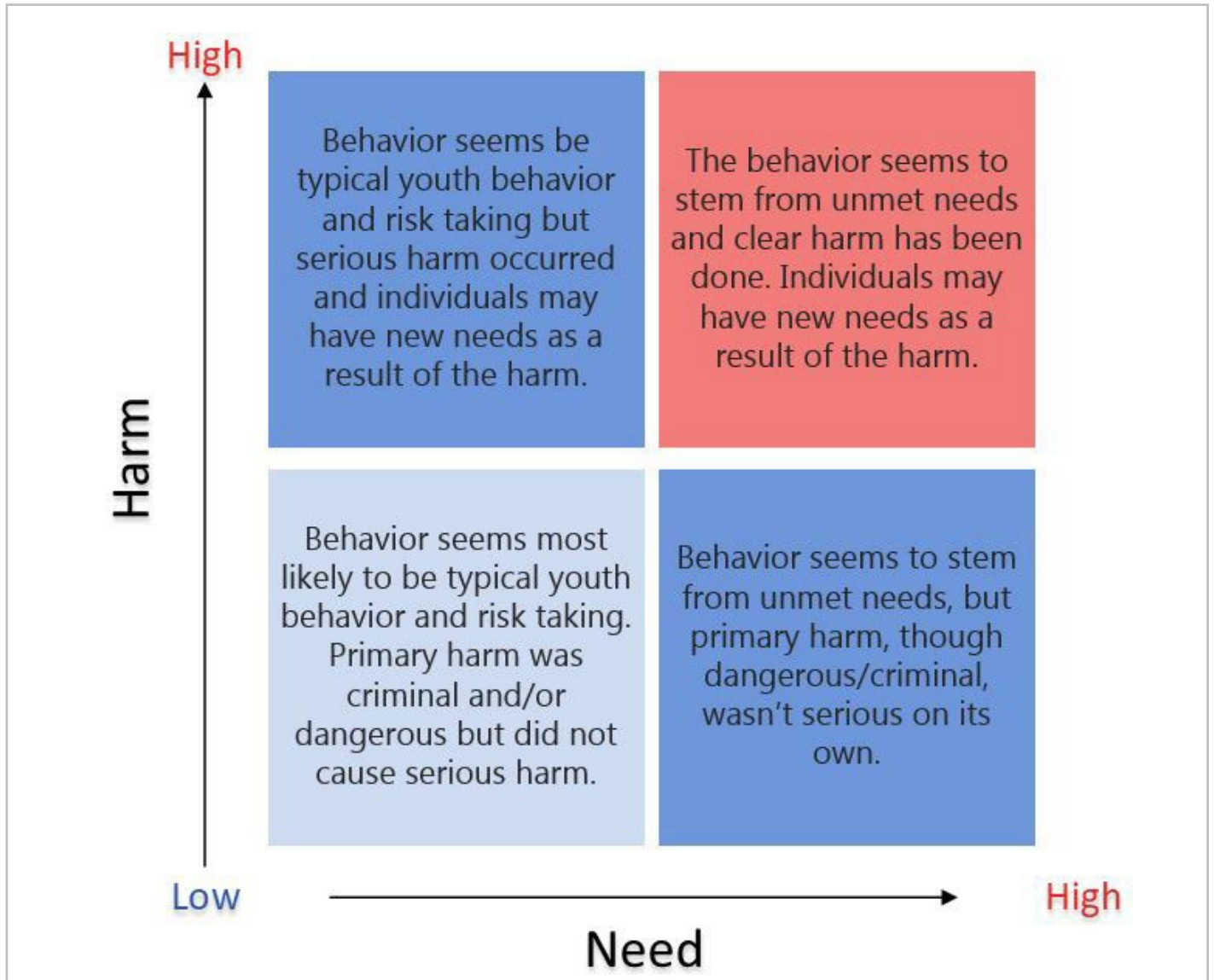
#### Case Outcome and Closure

Outcome:

Letter to Contractors, Case Closed, Delete Info. in TEAMS, Retain Case Study, Pbk Official Record on:



## Collaborative Review Team Staffing



## APPENDIX 2

Paradigm Shift	Traditional	(Re)Imagining Justice for Youth
<b>Policies</b>	<ul style="list-style-type: none"> <li>● Law/systems create rigid categories that constrain, put people in boxes (i.e., 10-17 = juvenile, based on type of crime rather than type of need)</li> </ul>	<ul style="list-style-type: none"> <li>● Acknowledge development, behavior and needs within context of individual, family, community and societal factors</li> </ul>
<b>Practices</b>	<ul style="list-style-type: none"> <li>● Being truthful and honest about harm caused can be held against people</li> <li>● People working in legal system often lack connections and relationships with people they serve in most impacted communities</li> <li>● Biases impact decision-making and produce disparities</li> <li>● Decisions based primarily on police report, which can limit ability to understand harms/needs</li> <li>● Narrative is primarily limited to info on incident gathered in police report</li> <li>● Dependence on system/others to solve problems</li> </ul>	<ul style="list-style-type: none"> <li>● Youth need opportunities to acknowledge and take responsibility for repairing harm</li> <li>● People working in legal system have connections and relationships with communities they serve, build proximity</li> <li>● Aware of biases and intentional about combating them</li> <li>● Youth and families need opportunities to share their truth and larger context of community trauma</li> <li>● Fuller narrative captures youth story and underlying causes of behavior</li> <li>● Communities empowered to problem-solve, decide, support themselves</li> </ul>
<b>Resource Flows</b>	<ul style="list-style-type: none"> <li>● Prioritize holding people accountable to state: public safety through law enforcement, attorneys and courts, public defenders as needed</li> </ul>	<ul style="list-style-type: none"> <li>● Prioritize holding people accountable to families and communities: public safety and wellness for all through community trust, strong social bonds and limited law enforcement</li> </ul>
<b>Roles</b>	<ul style="list-style-type: none"> <li>● Focus on adversarial connections and siloed roles</li> <li>● Prosecutor/PD/Judge work individually to prove guilt/defend/administer justice</li> <li>● Prosecutor seeks justice on behalf of victim and community by proving guilt and securing consequences</li> <li>● Public Defender represents client by gathering information, advocating, holding prosecutor accountable to process</li> <li>● Judge referees cases, adjudicates guilt, remains impartial</li> </ul>	<ul style="list-style-type: none"> <li>● Focus on collaborative connections and shared goals</li> <li>● Prosecutor/PD/Judge work together with community to resolve harm, deepen human connections, promote wellness</li> <li>● Prosecutor realizes role as minister of justice working with community to heal harm and achieve justice for all involved</li> <li>● Public Defender represents person who caused harm, ensures they are heard, advocates for needs, and helps determine what is fair and just to make all parties involved whole</li> <li>● Judge has more understanding of underlying dynamics of case, problem-</li> </ul>

	<ul style="list-style-type: none"> <li>● Police are go-to to resolve community conflict; view situations through enforcement lens; engagement focus is to document, arrest, refer</li> <li>● Community has limited role, voice, no decision-making</li> </ul>	<ul style="list-style-type: none"> <li>● solves and restoratively responds</li> <li>● Police respond to less; realize role as officer of the peace, problem-solve with community; engagement may take longer to resolve, humanize situation for healing</li> <li>● Community takes active role in problem-solving, leading, decision-making and healing</li> </ul>
	<ul style="list-style-type: none"> <li>●</li> </ul>	<ul style="list-style-type: none"> <li>●</li> </ul>
<b>Relationships &amp; Connections</b>	<ul style="list-style-type: none"> <li>● Othering, divisive, objectifying, dehumanizing language</li> <li>● Youth viewed as independent actors</li> <li>● Victims' needs not addressed until/unless charged; system assigns ways to meet needs</li> </ul>	<ul style="list-style-type: none"> <li>● People-first language</li> <li>● Youth viewed as having needs for connected and caring adults, positive peer groups and opportunities to build life skills; developmental lens</li> <li>● People harmed immediately invited to become part of process, determine what they need to heal</li> </ul>
<b>Power Dynamics</b>	<ul style="list-style-type: none"> <li>● Actors in system have sole discretion and power to make decisions</li> <li>● Consequences assigned TO youth from non-connected adult - more likely to engender defiance</li> <li>● Frequently focus on pathologies as innate rather than linked to a legacy of oppression</li> </ul>	<ul style="list-style-type: none"> <li>● Actors in system share power with impacted communities</li> <li>● Repair of harm actions determined WITH youth by caring, connected adults and people harmed - more likely to engender empathy and expand perspective</li> <li>● Transformed to focus on healing current and past traumas</li> </ul>
<b>Mental Models</b>	<ul style="list-style-type: none"> <li>● Behavior as character because it's a deliberate, rational choice</li> <li>● Behavior changes through escalating consequences/punishment</li> <li>● Youth's responsibility to change behavior</li> <li>● Public safety achieved through deterrence; conflict managed through force or threat of force</li> <li>● Fairness achieved through equal consequences</li> <li>● Justice achieved by determining guilt through adversarial process</li> <li>● Accountability achieved through consequences/punishment because victims desire/deserve revenge</li> </ul>	<ul style="list-style-type: none"> <li>● Behavior as communication of developmental needs</li> <li>● Behavior changes when needs are met</li> <li>● Shared responsibility to change behavior by addressing unmet needs</li> <li>● Public wellness &amp; safety achieved through connection and social fabric; conflict managed by civilians and communities</li> <li>● Fairness achieved through equitable process</li> <li>● Justice achieved by determining how to heal through collaborative process</li> <li>● Accountability achieved through making things right, because all desire/deserve healing</li> <li>● Focusing on healing from harm caused and</li> </ul>

	<ul style="list-style-type: none"> <li>● Belief that holding people accountable will change behavior</li> <li>● Delinquent youth cause harm, notions of good on side of victim vs. bad on side of perpetrator, false dichotomies</li> <li>● Belief that each actor in system doing its part achieves safety</li> </ul>	<ul style="list-style-type: none"> <li>● problem-solving to change behavior</li> <li>● Help youth learn from mistakes and heal, acknowledge harm on all sides, hurt people hurt people</li> <li>● Realize limitations of legal system to create safety and wellness; partner with community</li> </ul>
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*Language about how our justice system was created in the US applies to entirety of justice system – LE to prosecution, PDs, courts*

## APPENDIX 3

### Victim Witness Assistance with Pre-Petition Contact

**Case Number:** < case number>

**Case Name:** < Respondent, Child's Name>

**Victim Name From Police Reports:** <victim name>, <victim address> ,<victim telephone>

#### **Additional Contact Information as a result of TLO Search:**

Click or tap here to enter text.

Hello, my name is \_\_\_\_\_. I am a community member working with the Ramsey County Attorney's Office. I'm calling because you were listed as a victim in an incident referred to the County Attorney's Office.

We have been working with them to reimagine justice for youth. We have transformed our responses to be more restorative, which includes **improving our outreach to people who have been harmed** as we determine how best to respond.

My hope is to **spend a few minutes with you today** to get your perspective, as someone who was directly impacted by this incident, on what you need to heal and repair the harm that was caused.

This is **totally voluntary**, which means you don't have to talk to me, but I hope you will because your perspective, as someone who was harmed, is important as we consider the case. Are you willing to speak with me?

Thank you. The information you share is private but may be shared with members of the County Attorney's case review team as they decide how to respond. It may also be shared if required by a court order. Do you understand?

Great! First, could you start out by telling me how this harm has impacted you, your family and/or the community?

How were you feeling when this happened?

Have your feelings changed since the incident happened?

What do you need to move forward and heal?

Thank you so much, Mr/Ms (name) for your time. We really appreciate you sharing this information and are committed to doing our best to respond to this situation in a restorative way.

# APPENDIX 4



Contract ID: ATTY000334

## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of County Attorney, 345 Wabasha St N Ste 120, Saint Paul, MN 55102 ("County") and Office of the Public Defender, 445 Minnesota St Ste 2000, Saint Paul, MN 55101, registered as a Local Government in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from May 1, 2021 through April 30, 2026 and may not be renewed.

### 2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

#### 2.1.

- **For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged: Participate as a member of the (Re)imagining Justice for Youth Collaborative Review Team ("CRT").** Includes, but is not limited to, working with the community and county attorneys to reimagine justice for youth by shifting from traditional justice responses to a restorative continuum of responses that are developmentally appropriate for each youth. Contractor will advocate for restorative resolutions as alternatives to traditional prosecution. Contractor will provide a community-oriented problem-solving perspective to view each youth referred to the CRT through a restorative, equitable, and trauma-informed lens. Contractor will provide a legal advocate perspective on the CRT, based on their experience working with youth in the justice system and any and all information about the youth, family and circumstances of the situation gleaned from the youth, family and/or police and other system reports, and provide an independent opinion to advise the CRT as to how best to respond to the youth and the situation. Contractor will be valued for their independent voice in problem-solving and decision-making and at no time should the Contractor feel pressured to conform to the ideas or opinions of other members. The essence of Contractor's role in the CRT is to help better inform the County's decisions with respect to its response to youth referred to the justice system. To successfully collaborate, all CRT members, including Contractor, will need to intentionally build trust and relationships and share information to help problem-solve and best understand how to heal, repair harm in the community, and help youth succeed. CRT members will be required to work together to understand the developmental needs of youth, the underlying causes of their behavior, and connect youth with the supports, resources, and skills they need to grow and develop and prevent harmful behaviors from recurring. Contractor will periodically participate in trainings with the other members of the CRT to include such topics as child development, trauma-informed practices, restorative practices, and racial equity/disparities among others, as required by County.

Page 1 of 9

- o Contractor recognizes the potential that it may provide legal representation for a youth if, after the CRT process has been completed, the County refers the youth to traditional prosecution. In that event, Contractor will safeguard against potential resulting conflicts of interest. If the County refers a youth considered by the CRT to traditional prosecution, Contractor's assigned, participating CRT staff member will not represent the youth in the subsequent prosecution. Contractor must maintain the confidentiality of the CRT process. In appropriate situations, a youth's case may be referred to a conflict attorney; in all cases where counsel is assigned, the assignment will be made to protect the youth's interests and comply with the Rules of Professional Responsibility.
  
- o Incidents referred to the CRT for consideration may result in a variety of possible actions including declining further action, referring the matter to connect with parents and community resources, referring the matter to a restorative healing circle or other alternative restorative process, the filing of a court petition with referral to a restorative healing circle, or referring the matter for traditional court process. The Contractor's work will be guided by the (Re)imagining Justice for Youth; guidelines and considerations for reviewing cases with a restorative, equitable, trauma-informed lens.

While providing services under this Agreement, Contractor will be provided on a temporary basis with access to Not Public Data obtained from RCAO's case management system including peace officer records on children, classified as private data on individuals under Minnesota Statutes Section 260B.171, subdivision 5 (a), and as confidential active law enforcement investigative data under Minnesota Statutes Section 13.82, subdivision 7. Contractor will also create, be provided with access to, and temporarily maintain Attorney Data protected under Minnesota Statutes Section 13.393. Contractor must complete the Ramsey County annual data compliance training prior to providing services under this Agreement. Contractor will also be provided with and must use a County email address for all electronic communications under this Agreement. Contractor will not be allowed access to federal Criminal Justice Information System (CJIS) systems or data through this Agreement. Contractor agrees to sign and abide by the terms of the CRT Non-Disclosure Agreement and the CRT Memorandum of Understanding, as either or both documents may be amended over time, both of which are incorporated herein by reference.

- o Contractor acknowledges that the consideration it will receive through this no-cost contract includes but is not limited to more efficient and effective use of its staff resources and the likelihood of better results for the individuals it serves.

**2.2.**

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

**2.3.**

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

**3. Schedule**

The Contractor shall provide services as follows: work will begin after execution of contract.

**4. Cost**

**4.1.**

This is a No Cost contract in which no payment will be made to the Contractor by the County.

**5. General Contract/Agreement Terms and Conditions**

**5.1. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

**5.2. Successors, Subcontracting and Assignment**

**5.2.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

**5.2.2.**

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

**5.3. Compliance With Legal Requirements**

**5.3.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

**5.3.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

**5.4. Data Practices**

**5.4.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**5.4.2.**

The Contractor designates Jim Fleming as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.



**5.4.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

**5.5. Security**

**5.5.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

**5.5.2.**

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

**5.5.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

**5.5.4.**

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

**5.5.5.**

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

## **5.6. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

## **5.7. Contractor's Insurance**

### **5.7.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

### **5.7.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

### **5.7.3.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

### **5.7.4.**

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

### **5.7.5.**

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

### **5.7.6.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

### **5.7.7.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**5.7.8.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**5.7.9.**

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

**5.7.10.**

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**5.7.11.**

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

**5.8. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**5.9. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

Erica Schumacher, 345 Wabasha St N Ste 120, Saint Paul, MN 55102

**Contractor:**

Jim Fleming and Sharon Thompson-Carter, 445 Minnesota St Ste 2000, Saint Paul, MN 55101

**5.10. Non-Conforming Services**

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**5.11. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of

the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

**5.12. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

**5.13. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**5.14. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

**5.15. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

**5.16. Termination**

**5.16.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

**5.16.2.**

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the

seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

**5.16.3.**

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

**5.17. Interpretation of Agreement; Venue**

**5.17.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

**5.17.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**5.18. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

**5.19. Infringement**

**5.19.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

**5.19.2.**

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

**5.20. Debarment and Suspension**

Ramsey County has enacted Ordinance 2013-330 Ramsey County Debarment Ordinance that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

#### **5.21. Diverse Workforce Inclusion**

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [jobconnectmn@ramseycounty.us](mailto:jobconnectmn@ramseycounty.us) or call 651-266-6042.

#### **5.22. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

#### **5.23. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

RAMSEY COUNTY ELECTRONIC APPROVAL SUMMARY

Report ID: RMSC006  
Run Date : 04/28/2021  
Run Time : 11:38:30

Page No: 1

Document: 7678    Version:0.01    Amendment: 0  
Setid: MODEL                      Contract: ATTY000334

<u>Approver Name</u>	<u>Title</u>	<u>Action</u>	<u>Action Date Time</u>
Kajer, Kevin-MN	Public Defender	Supplier Signer	Approved 04/28/2021 11:29
Willems, Eric	Department Small Order Signer	Department Small Order Signer	Approved 04/28/2021 11:38



OFFICE OF THE RAMSEY COUNTY ATTORNEY  
JOHN J. CHOI, COUNTY ATTORNEY

## APPENDIX 5

TO: Melissa Simpson and Michelle Seymore

FROM: Maria Mitchell

DATE: 1/7/2022

RE: Social Services Representative in the Collaborative Review Team

1. Social Services Collaborative Review Team member shall comply with all Ramsey County data privacy and security policies and complete all Ramsey County data trainings.
2. Attend all Collaborative Review Team Meetings that the member's schedule permits.
3. Provide expertise on child development and related mental health concerns that arise during the collaboration process.
4. Facilitate discussions and provide information on the Ramsey County Social Services department.
5. Act as a liaison between Ramsey County Social Services and the Collaborative Review Team.
6. The Ramsey County Social Services member is a non-voting member of the Collaborative Review Team.
7. The Social Services representative is authorized to receive confidential and private data by Minnesota Rules, parts 1205.0400-0600, subpart 2. Communications and data shared with the Social Service representative are protected by the attorney-client privilege and attorney work product doctrines because Social Services is part of the same legal entity as the Ramsey County Attorney's Office. Therefore, their participation in attorneys' deliberative process is protected by privilege.

### YOUTH JUSTICE & WELLNESS DIVISION

345 Wabasha Street N., Suite 120 | Saint Paul, MN 55102  
651-266-3222 | Fax: 651-266-3010 | [ramseycountyattorney.org](http://ramseycountyattorney.org)

An Elected Office of  
 RAMSEY COUNTY



## APPENDIX 6

### Script for Outreach to Youth and their Families

Hello, my name is \_\_\_\_\_ (Community Member). I am a community member working with the Ramsey County Attorney's Office as an advocate for youth involved in our justice system.

We have been working with the County Attorney's Office to (re)imagine justice for youth to prevent future system involvement by helping young people access the resources they need to succeed. We have transformed our responses to be more restorative and to include community perspective as we review incidents and determine how best to respond.

Are you aware your young person had a case referred to the County Attorney?

*If no, provide some basic information about the date, time and place where event happened. Information that can be shared includes name of law enforcement agency, whether weapons were used by anyone, brief factual description of events, whether there were witnesses, name and location of health care facility where victims were taken)... and say, 'the police have referred your child to the County Attorney's Office for possible charges.'*

*If yes (or after explaining case info):*

I've been working with the County Attorney's Office to reimagine justice for our youth by referring them to community providers to resolve their case instead of the traditional court process.

My hope is to **spend a few minutes with you today** because we value your perspective as his/her/their parent to help us make better decisions about how best to resolve your child's case and offer additional support to help them succeed.

This is **totally voluntary**, which means you don't have to talk to me at all, but I hope you will because your perspective, as his/her/their parent, is important.

I don't need you to tell me about the specifics of this incident, but what might be going on with your young person that may have contributed to this incident.

If you would like to provide information about the case, I will notify the appropriate people who can take the information. Does that make sense?

*If no, restate.*

If yes:

Good. I also need you to know, if you share any information about your child's innocence or that they are being abused or neglected, I have to share that with the county. Do you understand that?

1. Ok. Is there anything that might have happened to your child, any traumatic events or something else they experienced, that might have caused this behavior?
2. What does your support system look like?

What about your child's support system? Friends? Role models?

3. Thank you. As we think about how best to respond to this case, how do you think we can best help your child learn and grow?
4. What supports might they need to prevent this from happening in the future?

Thank you so much, Mr/Ms (name) for your time. We really appreciate you sharing this information and are committed to doing our best to respond to this situation in a restorative way.



OFFICE OF THE RAMSEY COUNTY ATTORNEY  
JOHN J. CHOI, COUNTY ATTORNEY

## APPENDIX 7

Date

Sergeant <>  
Address

Re: Respondent: <>  
County Attorney File No. <>  
: <Name of LEA> Dept. Incident CN: <>

Dear Sergeant, <>:

This is to inform you of the petitioning status of the above-named case that you referred to our office.

This case was reviewed collaboratively by the Office of the Ramsey County Attorney. Based on this review, we have decided to refer this matter to the parent or guardian for intervention. We are taking this action because the conduct at issue is Click or tap here to enter text., which would be Click or tap here to enter text. if we filed a juvenile petition. In addition, the youth's age, the interaction with law enforcement, and their minimal involvement in the justice system suggests that they will not engage in this conduct in the future. We believe that given these factors the parent or guardian are best positioned to hold their child accountable and provide them with the help needed to address what happened. Accordingly, this case is now closed in our office, and we will not file a juvenile petition charging this conduct.

Should you have any questions or concerns regarding this case, please contact me on my direct line (651-266-3028) or via e-mail.

Sincerely,

Kevin M. Fleming  
Director of the Youth Justice and Wellness Division  
Ramsey County Attorney's Office



OFFICE OF THE RAMSEY COUNTY ATTORNEY  
JOHN J. CHOI, COUNTY ATTORNEY

## APPENDIX 8

December 22, 2021

Sergeant <>

Address

Re: Respondent: <>  
County Attorney File No. <>  
<Name of LEA> Dept. Incident CN: <>

Dear Sergeant, <>:

You received a letter stating that this case was collaboratively reviewed by the Ramsey County Attorney's Office and the youth was referred to one of the Ramsey County Attorney's Office's community providers, instead of issuing a juvenile petition.

This letter is to inform you that the youth was held accountable for the harm done to the victim and/or community. The youth complied with the requirements of the community provider, Other [Click or tap here to enter text.](#) to achieve accountability and address the harm done by their actions.

It is our hope that this accountability led to addressing the root causes of the behavior and a chance to prevent the youth from repeating this or similar behavior, which will lead to greater public safety. The case is now closed, and no further action will be taken by our office.

If you have any questions, please call me at 651-266-3028.

Sincerely,

Kevin M. Fleming  
Director of the Youth Justice and Wellness Division  
Ramsey County Attorney's Office



OFFICE OF THE RAMSEY COUNTY ATTORNEY  
JOHN J. CHOI, COUNTY ATTORNEY

## APPENDIX 9

Dear Parent or Guardian:

Your child, Respondent's Name, was referred to us by law enforcement for an incident on date of incident in which they were alleged to have broken the law. Together with our community, public defenders, and assistant county attorneys, we have been meeting for more than two years to transform how our office responds to those youth. The plan for transformation is to share power with our community and parents to restoratively respond to incidents of harm. We are committed to responding as restoratively as possible to this incident.

We know from research, that the less contact young people have with the justice system, the more likely they are to succeed and stay out of the justice system in the future. As a result, based on the facts referred to our office in your child's case, it is our belief that you as the parent or guardian are in a better position than Ramsey County is to understand and address your child's behavior most effectively.

It is our hope that you have or will address this with your child. If you would like information to reach out to appropriate community resources to help address any behavior you believe your child is struggling with, please consider contacting the United Way Health and Human Services:

- <https://www.211unitedway.org/>: Toll Free 800-543-7709 Local: 651-291-0211  
Text: your zip code to 898-211\*

We hope that you and Respondent's Name are successful in addressing this behavior and that this learning experience will help keep your child on the path to success.

If you have any questions, please contact Amy Vang at 651.266.3107.


Sincerely,

Kevin M. Fleming  
Director of the Youth Justice and Wellness Division  
Ramsey County Attorney's Office

---

### YOUTH JUSTICE & WELLNESS DIVISION

345 Wabasha Street N., Suite 120 | Saint Paul, MN 55102  
651-266-3222 | Fax: 651-266-3010 | [ramseycountyattorney.org](http://ramseycountyattorney.org)

An Elected Office of  
 RAMSEY COUNTY



OFFICE OF THE RAMSEY COUNTY ATTORNEY  
JOHN J. CHOI, COUNTY ATTORNEY

## APPENDIX 10

Dear Parent or Guardian:

Your child, *Respondent's Name*, has been referred to the Youth Justice and Wellness Division of the Ramsey County Attorney's Office for an incident that occurred on *Offense Date*. A community member working with our office may have contacted you about your child and the referral.

Together with our community and public defenders, we met for more than two years to transform how our office responds to youth who have been referred to our office. Through that work, we created a Collaborative Review Team with a community member, a public defender, and an assistant county attorney. Their goal is to develop a restorative response to the incident that resulted in the referral of your child to our office.

The Collaborative Review Team met to discuss the incident on <<date of incident>> and the information you may have shared with us about your child and family. The two possible outcomes the team considered were whether: 1) to file charges by petitioning *Respondent's Name* to appear in court; or 2) to offer a restorative justice option to hold your child accountable with community-based programming that seeks to meet your child's developmental needs and teach them how to make amends for the harm done.

The Collaborative Review Team recommended that we offer *Respondent's Name* a chance to address their case with community-based restorative justice programming. We agreed with that recommendation. Choose an item. will contact you to set up an intake appointment with your child. If your child successfully engages with the community-based provider and is able to make amends, your child will not be petitioned or have to appear in court.

If Choose an item. is not able to make contact with you and your child or your child is unwilling to participate in this community-based programming, your child's case will be reconsidered for petitioning and they may need to appear in court.

We hope Choose an item. will be helpful in supporting your child and helping them make amends to the community. If you are not contacted by the community-based provider within 10 days, please call Amy Vang at 651.266.3107.

Sincerely,

Kevin M. Fleming  
Director of the Youth Justice and Wellness Division  
Ramsey County Attorney's Office

### YOUTH JUSTICE & WELLNESS DIVISION

345 Wabasha Street N., Suite 120 | Saint Paul, MN 55102  
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JOHN J. CHOI, COUNTY ATTORNEY

## APPENDIX 11

Date

Parent Name  
Address/Email  
Address

Re: Case number

Dear Parent/Guardian:

You received a letter stating that the Ramsey County Attorney's Office received a referral from law enforcement about your child. The referral was collaboratively reviewed by the Ramsey County Attorney's Office and your child's case was referred to one of the Ramsey County Attorney's Office's community-based providers. The letter stated if your child addressed the case with the community provider, we would not petition your child's case to the Ramsey County Juvenile Court.

This letter is to inform you that we received confirmation that your child (Respondent's Name) successfully addressed their case with the community-based restorative justice programming that was provided to them. We are hopeful that engaging with OtherClick or tap here to enter text. was helpful to your child and family. The case is now closed, and no further action will be taken by our office.

Sincerely,

Kevin M. Fleming  
Director of the Youth Justice and Wellness Division  
Ramsey County Attorney's Office



OFFICE OF THE RAMSEY COUNTY ATTORNEY  
JOHN J. CHOI, COUNTY ATTORNEY

## APPENDIX 12

Victim <>  
Address

Re: Respondent: <>  
County Attorney File No. <>  
<Name of LEA> Dept. Incident CN: <>

Dear <>:

A case has been referred to the Youth Justice and Wellness Division of the Ramsey County Attorney's Office for conduct a youth allegedly engaged in, which resulted in harm to you and the community.

Together with our community, public defenders, and assistant county attorneys, we have been meeting for more than two years to transform how our office responds to referrals. The plan for transformation is to share power with our community and parents to restoratively respond to incidents of harm. We are committed to responding as restoratively as possible to this incident.

Based on the information presented to our office in this case, it is our belief that the youth's parent or guardian is in the best position to respond to the incident that resulted in a referral to our office.


Enclosed is our brochure, which includes a list of your rights as a crime victim, and a list of some of the services available to you through our office. Also enclosed is an application from the Minnesota Crime Victims Reparations Board. The Board provides economic assistance to crime victims. After reviewing the eligibility checklist, you may find it helpful to file a claim. If you choose to submit an application, please send it directly to the Crime Victims Reparations Board. If you have any questions or need to speak with me, please call me at 651-266-3028.

Sincerely,

Kevin M. Fleming  
Director of the Youth Justice and Wellness Division  
Ramsey County Attorney's Office

YOUTH JUSTICE & WELLNESS DIVISION

345 Wabasha Street N., Suite 120 | Saint Paul, MN 55102  
651-266-3222 | Fax: 651-266-3010 | [ramseycountyattorney.org](http://ramseycountyattorney.org)

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OFFICE OF THE RAMSEY COUNTY ATTORNEY  
JOHN J. CHOI, COUNTY ATTORNEY

## APPENDIX 13

Victim <>  
Address

Re: Respondent: <>  
County Attorney File No. <>  
<Name of LEA> Dept. Incident CN: <>

Dear <>:

A case has been referred to the Youth Justice and Wellness Division of the Ramsey County Attorney's Office for conduct a youth allegedly engaged in, which resulted in harm to you and the community.

Together with our community, public defenders, and assistant county attorneys, we have been meeting for more than two years to transform how our office responds to those youth. The plan for transformation is to share power with our community and parents to restoratively respond to incidents of harm. We are committed to responding as restoratively as possible to this incident.


Based on the facts referred to our office in this case, it is our belief that a referral to a community provider, \_\_\_\_\_, to address the needs of you, the community, and youth is the best way of responding restoratively to this incident. Our community provider, \_\_\_\_\_, may contact you regarding the case. In addition, our office will monitor the participation of this youth in the program. If the youth does not take advantage of this opportunity, the case will be referred for petitioning to court.

Enclosed is our brochure which includes a list of your rights as a crime victim, and a list of some of the services available to you through our office. Also enclosed is an application from the Minnesota Crime Victims Reparations Board. The Board provides economic assistance to crime victims. After reviewing the eligibility checklist, you may find it helpful to file a claim. If you choose to submit an application, please send it directly to the Crime Victims Reparations Board. If you have any questions or need to speak with me, please call me at 651-266-3028.

---

### YOUTH JUSTICE & WELLNESS DIVISION

345 Wabasha Street N., Suite 120 | Saint Paul, MN 55102  
651-266-3222 | Fax: 651-266-3010 | [ramseycountyattorney.org](http://ramseycountyattorney.org)

An Elected Office of  
 RAMSEY COUNTY



OFFICE OF THE RAMSEY COUNTY ATTORNEY  
JOHN J. CHOI, COUNTY ATTORNEY

Sincerely,

Kevin M. Fleming  
Director of the Youth Justice and Wellness Division  
Ramsey County Attorney's Office



OFFICE OF THE RAMSEY COUNTY ATTORNEY  
JOHN J. CHOI, COUNTY ATTORNEY

## APPENDIX 14

Date

Victim <>

Address

Re: Respondent: <>  
County Attorney File No. <>  
<Name of LEA> Dept. Incident CN: <>

Dear <>:

You received a letter stating that this case was collaboratively reviewed by the Ramsey County Attorney's Office and the youth was referred to one of the Ramsey County Attorney's Office's community providers, instead of issuing a juvenile petition.

This letter is to inform you that the youth was held accountable for the harm done to the victim and/or community. The youth complied with the requirements of the community provider, Other Click or tap here to enter text. to achieve accountability and address the harm done by their actions.

It is our hope that this accountability led to addressing the root causes of the behavior and a chance to prevent the youth from repeating this or similar behavior, which will lead to greater public safety. The case is now closed, and no further action will be taken by our office.

If you have any questions, please call me at 651-266-3028.

Sincerely,

Kevin M. Fleming  
Director of the Youth Justice and Wellness Division  
Ramsey County Attorney's Office

# APPENDIX 15

## RJY PROVIDER REPORT

### 30-DAY PROGRESS REPORT

Case ID:  Date of Report:  Provider:

Current Case Status:

If there has been no contact or lost engagement  
Provide a summary of contact attempts and next steps below:

Requests for assistance from RCAO:  
Is there anything RCAO could do to help? Please be specific  
(e.g. connecting with other services, follow-up on referrals, finding better contact information, etc.)

If services initiated, complete the table below with a summary of goals/progress

Category	Goals & Actions	Date Established	Status
Understand & Repair Harm	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address Underlying Needs	<input type="text"/>	<input type="text"/>	<input type="text"/>
Restore to community & Meet personal goals for the future	<input type="text"/>	<input type="text"/>	<input type="text"/>

**RJY Provider Report**

**CLOSING REPORT COVER PAGE**

Case ID:

Close Date:

Provider:

**A) Case Summary (Complete Box 1 or Box 2)**

**Box 1: No services provided**  
No contact  
Refused services  
Some contact but no services provided

Total # of contacts and contact attempts prior to closing: \_\_\_\_\_

What did you learn about this young person that could be helpful in determining next steps?

Was any exculpatory information uncovered and documented by provider that should be shared if charges are pursued? Yes No

Form complete. Return to RCAO.

**Box 2: Services provided**  
Successful close  
Unsuccessful close (enrolled in services but later refused, lost contact or stopped engagement prior to completing accountability processes)

Total # of contacts and contact attempts prior to first session: \_\_\_\_\_

Was any exculpatory information uncovered and documented by provider that should be shared if charges are pursued? Yes No

Complete remainder of form

RJY Provider Report

CLOSING REPORT NARRATIVE (PAGES 3-7)

Case Category:

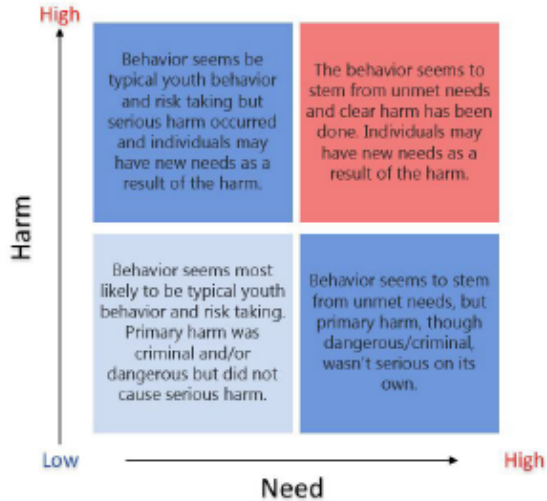
- Low need / Low Harm
- Low need / High Harm
- High need / Low Harm
- High need / High Harm

Self-Identified Youth Demographics:

Racial or Ethnic Identity:

Gender Identity:

School:



B) Summary of Services Provided

Type of services provided & number of interactions:

- Individual conversations/check-ins (with youth/family/impacted individuals): \_\_\_\_\_
- Case management / # sessions: \_\_\_\_\_
- Restorative circles / # circles: \_\_\_\_\_
- Restorative conferences / # conferences: \_\_\_\_\_
- Group or individual therapy / # sessions: \_\_\_\_\_
- Group or individual coaching, support, skill building / # sessions: \_\_\_\_\_

Summary of others directly involved in services (please describe role):

Family members:

Community members (as individuals):

School or community institutions (as providers):

Person or representative of person who was harmed:

## RJY Provider Report

### C) Summary of Accountability Process

#### C1. Understand and Repair Harm

In this section, summarize the process to understand and repair harm and describe actions completed or in progress to repair harm.

##### Involvement of Person Harmed:

- Was there a person/people harmed in this case? Y / N
- Was there contact with the person(s) harmed? Y / N
- Was there interest in participating in the process? Y / N
- Did person(s) harmed share impact and needs (either directly or indirectly)? Y / N / NA
- Did person(s) harmed agree to accountability plan? Y / N / NA

##### Involvement of youth and community:

- Youth heard multiple perspectives on impact of their actions? Y / N
- Youth expressed empathy for harmful impacts of actions? Y / N
- Participants/providers agreed further action was needed to repair harm → **complete agreements table**

In the agreements table, include actions youth will complete such as make a formal apology and work towards meeting the financial needs resulting from the incident. Also include actions others will do to either support or work with the youth in repairing harm.

Agreements made for repair or restitution	Status <small>Note: actions should be completed before case is successfully closed</small>

What else is important to summarize in terms of repair of harm for this incident (optional)?

## RJY Provider Report

### C2. Addressing Youth/Family's Underlying Needs

In this section, summarize the process to determine underlying needs or root causes of the behavior and agreements made to begin to address underlying needs.

- Youth reflected on what patterns or needs contributed to their actions
- Family or others close to the youth provided perspective on what underlying needs exist
- Participants/providers agreed further action was needed to address underlying needs identified as contributing to the incident → **complete agreements table**

Describe actions completed or in progress. Include actions youth will do and actions others will do to either support or work with the youth, any referrals made and whether services are underway.

Agreements made	Status <small>Note: actions should be initiated before case is successfully closed</small>

What else is important to summarize in terms of addressing underlying needs for this incident (optional)? Especially, are there remaining barriers to accessing resources for addressing underlying needs?



## RJY Provider Report

### C3. Restoring to Positive Supports in Community / Meet personal goals for future

In this section, please briefly describe what this youth/family needed to be restored or reconnected to their school, community or other caring adults and/or to feel supported in accomplishing their goals.

- Youth's strengths, goals and hopes for the future were discussed
- Participants/providers agreed further action was needed to ensure youth was connected to positive supports in community that could help them achieve future goals → complete agreements table

Summarize the agreements made and status of actions. Include actions youth will do and actions others will do to either support or connect youth to opportunities, including any referrals you already made directly to other providers or local services

Agreements made	Status <small>Note: actions should be initiated before case is successfully closed</small>

What else is important to summarize in terms of restoring youth to community (optional)?  
Especially, are there remaining barriers to accessing referrals?

## RJY Provider Report

### D) Provider Reflection

1. To the extent you have them, please share any reflections on key elements of meaningful accountability and learning for the young person referred? For example, when did you notice key turning points or aha moments? Please especially share anything you noticed related to:
  - youth expressing empathy or new perspective in terms of what happened
  - youth experiencing and resolving strong emotions (i.e., shame, regret, guilt, anger)
  - how the youth experienced caring relationships (both within family/caregiving relationships and more broadly in terms of feeling/restoring a sense of belonging & engagement to family & community)
2. What else do you want to document to give a more complete understanding of what happened and why some things may or may not have worked as intended? What stood out to you as meaningful for this youth and family that has not been documented elsewhere?
3. For youth who were unsuccessful in services or did not make satisfactory progress on their agreement: What did you learn about this young person that would be helpful in determining next steps?

## APPENDIX 16

### RJY Participant Surveys

**Circle/Restorative Practices Participant Satisfaction Survey (To be administered after plan is created in circle; purpose is to assess quality and alignment with principles of healthy youth development and restorative justice.)**

Intro page: Your responses to this survey will be kept private. Your parents, school, and the people at this program will not see your individual responses. Your responses will be combined with others' responses and used to assess the effectiveness of these services and to improve the services for others. It is ok to skip questions you do not feel comfortable answering. Your responses will not be used against you in any way.

CASE ID# \_\_\_\_\_

We would appreciate your response to the following questions to assist us in improving our services. ***All information will be kept confidential. Please read each statement carefully and mark the response that feels most true for you:***

	None	A little	Some	A lot
1. I knew what to expect prior to participating in circle.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. I had the opportunity to say what I needed to say in circle.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. I felt listened to (heard) in circle.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. I felt safe in circle.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The plan we put in place is fair to me, personally.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The plan we put in place is fair to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The plan we put in place will help prevent this from happening again in the future.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Based on my experiences so far, I would recommend this program to others	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. If I need help with a problem, I know someone I can talk to in my family or community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please add here any comments that help us to better understand your ratings above (please do not add identifying or sensitive information):

**Now please tell us about you.**

**Which of these best describes your role today (check all that apply):**

- I am the young person referred to these services
- I am a family member or caring adult of the young person referred to these services
- I am a person who was harmed
- I am a supporter of the person/people harmed
- I am a member of the community impacted by the harm
- Other: \_\_\_\_\_

**Which of these best describes your racial and ethnic identity (check all that apply):**

- African American, African, Black, of African descent
- American Indian, Native American, Alaska Native, Native Hawaiian, indigenous
- Asian American, Asian, Pacific Islander, of Asian/ Pacific Islander descent
- White, of European descent
- Latinx/Hispanic
- Arab American, Arab, or of other Middle Eastern/ North African descent
- Prefer not to say
- Something else: \_\_\_\_\_

**Which of these best describes your gender identity (check all that apply):**

- Female
- Male
- Non-binary
- Queer
- Transgender
- Prefer not to say

**Please select your age group (check one):**

- 10-14
- 15-17
- 18+

## APPENDIX 17

### Case Mgmt Participant Satisfaction Survey (To be administered at session when CM goals are completed; purpose is to assess quality and alignment with principles of healthy youth development and restorative justice.)

Intro page: Your responses to this survey will be kept private. Your parents, school, and the people at this program will not see your individual responses. Your responses will be combined with others' responses and used to assess the effectiveness of these services and to improve the services for others. It is ok to skip questions you do not feel comfortable answering. Your responses will not be used against you in any way.

CASE ID# \_\_\_\_\_

We would appreciate your response to the following questions to assist us in improving our services. **All information will be kept confidential. Please read each statement carefully and mark the response that feels most true for you:**

	None	A little	Some	A lot
1. I have the opportunity to say what I need to say here.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. I felt listened to (heard) here.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. I feel safe here.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The goals I work on here fit my needs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The goals I work on here make sense based on what happened.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The goals I work on here will help prevent the same thing from happening again in the future.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Based on my experiences so far, I would recommend this program to others	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. If I need help with a problem, I know someone I can talk to in my family or community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please add here any comments that help us to better understand your ratings above (please do not add identifying or sensitive information):

**Now please tell us about you.**

**Which of these best describes your racial and ethnic identity (check all that apply):**

- African American, African, Black, of African descent
- American Indian, Native American, Alaska Native, Native Hawaiian, indigenous
- Asian American, Asian, Pacific Islander, of Asian/ Pacific Islander descent
- White, of European descent
- Latinx/Hispanic
- Arab American, Arab, or of other Middle Eastern/ North African descent
- Prefer not to say
- Other: \_\_\_\_\_

**Which of these best describes your gender identity (check all that apply):**

- Female
- Male
- Non-binary
- Queer
- Transgender
- Prefer not to say

**Please select your age group (check one):**

- 10-14
- 15-17
- 18+
- Prefer not to say

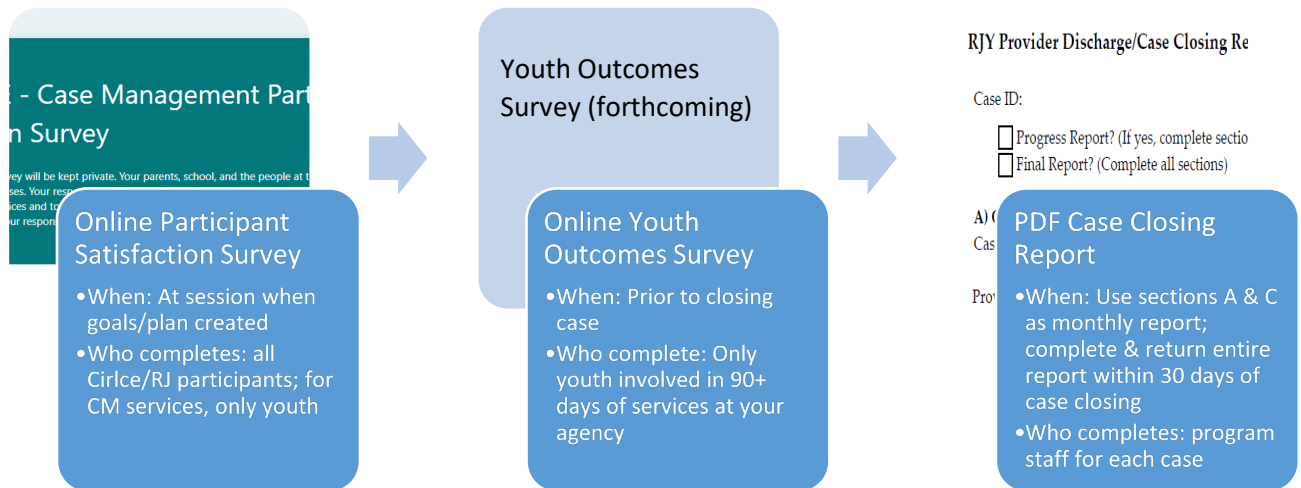
Thank you. We welcome any other comments you have here (please do not add identifying or sensitive information):

# APPENDIX 18

## RJY Community Services Provider Evaluation Protocols

**Purpose:** To gather data that will provide an understanding of the process, engagement and impact of pre-petition (pre-charge) services offered to young people referred to the Ramsey County Attorney’s Office for acts of delinquency.

### Summary of Data Collection Activities & Timing:



### Detailed Protocols:

#### 1) Online participant satisfaction survey

There are tailored surveys for each agency and type of service. Share the appropriate link to your participants as included below. All survey respondents referred to your program’s services after July 1 should be invited to take the survey. Each can use the same link. A staff person should enter the case ID given to you with the referral.

Here are the links:

- [Gen2Gen Survey](#)
- [RJCA Survey](#)
- [HIRED Survey](#)
- [NYFS Survey](#)
- [LSS Survey](#)
- [Face2Face – Restorative Survey](#)
- [Face2Face – Case Management Survey](#)

**When:** This survey should be administered at a case management session or during a restorative circle or conference once a relationship with the young person and a plan or set of goals has been established. This may be around session three for case management services. For circles, it may be at the end of the first full circle, or at a subsequent circle if the circle does not reach consensus on a plan during the first conversation.

**Who:**

- Each circle participants should be invited to take the survey, with the exception of the program staff / circle keeper.
- For case management participants, only the young person involved in individual services should be invited to take the survey.

**Inviting participants to take survey:**

Sample language: Say: *“This is a new partnership between Ramsey County and our organization and we want to learn from you and other participants how well our program is working and what we can do better. Your honest opinion matters and will help improve the program for others in the future. Please click on the link [in the chat, that I will text to you, in your email]. Then together, let’s review the first page to help you decide whether to take the survey.”*

Ask participants to go to the opening page. Read together the information about confidentiality. Ask if anyone has any questions. Then tell participants their CASE ID #, which is the record number sent to you from Ramsey County for the young person involved. For circle participants, all will enter the same CASE ID# of the youth. Once the correct CASE ID# is entered, tell the participants to continue with the survey on their own and hit submit at the end.

## **2) RJY Case Report Form Guidance**

**Background.** This form is for monitoring progress and reporting on specific aspects of program involvement. Using the Save As command, create a unique copy of the form for each participant referred to your agency. Then complete Sections A and C monthly as part of billing/reporting. The remaining sections are finalized at closing and submitted within 30 days of case closure. Case managers complete this form, with support from program managers as needed.

### **Definitions and Protocols to Complete the Form**

**Header Section:**

Case ID: enter numeric case ID as provided by RCAO

Date of Report: enter date report is being submitted (only dates accepted)

Progress or Final Report?: Check whether the report being submitted is a progress report (monthly) or a final report (due within 30 days of case closure)

### **Section A) Case Summary**

\*\*\*Complete for both progress and final reports\*\*\*



Case Status: choose from the drop-down menu the option that most closely matches the youth's overall or final engagement with services. Case Status Category Definitions:

**No contact**: Young person and family did not respond to any contact attempts or all contact information was inaccurate. Choose this also if no meaningful contact (i.e., never able to describe and invite youth/family to participate in services.)

**Refused services**: Contact was made and services offered/described but youth and/or parent refused or declined.

**Some contact but no services provided**: Contact was made and eventually lost before meaningful engagement. Include in this category cases where intake was completed but then contact was lost, or cases where there were consistent no-shows to services or intake but no clear refusal of services expressed.

**In progress**: Choose this option for a progress report when a youth is enrolled and receiving services. Do not choose this option for the final report.

**Successful engagement with services**: Choose this option only on the final report if, using your agency's definition of success, this youth fully and successfully engaged in services.

**Partial engagement with services**: Choose this option only on the final report if using your agency's definition of success, this youth engaged in services but met only some of the criteria defining "success" in your program.

**Low engagement with services**: Choose this option only on the final report for cases who completed intake and began engaging in services but moved away, stopped responding to contact attempts or declined to continue engaging after beginning services, or engaged in services but did not make progress in reaching your agency's definition of success.

Provider: choose from the drop-down menu which provider is submitting the case report

Self-Identified Youth Demographics: RCAO demographics are typically based on police reports and may not be accurate. The three text fields invite self-identified demographic information for the youth, especially when how they describe themselves is different from what was included in the referral form. Please fill in here the racial and ethnic identities, and gender identity the youth uses to describe themselves. Please also fill in which school the youth is currently attending/enrolled in, if known/applicable.

Case Category: choose one of the radio buttons that most reflect your understanding of the young person's level of need (including need related to historical/societal harms) and the level of harm their behavior caused. Consider needs and harms on a spectrum using the following definitions:

**low need**: based on the information available, behavior seems most likely to represent typical youth behavior and developmentally normal risk taking, but happened at a time when there were police or authorities present

**high need**: based on the information available, behavior seems most likely to stem from unmet needs related to trauma, disability, chemical addiction, family stressors (homelessness, poverty), school pushout, etc.

**low harm**: based on the information available, it appears the primary harm was that the behavior was criminal or dangerous, but there was not serious harm. In other words, there is nothing that the youth now has an obligation to make right

(examples could be: curfew, fleeing, obstruction).

**high harm:** based on the information available, the youth engaged in behavior that created obligations they should try to make right; there has been a person or persons harmed who would have needs related to this harm; or there is a clear harm to the community.

## **Section B) Summary of Services Provided**

\*\*\*Complete this section for final reports only\*\*\*

Date Closed: Choose date the case was formally closed by your agency

Total # of contacts and contact attempts prior to first session: Enter a number only. Estimates are OK if you don't have specific records. Looking for the total number of phone calls, messages, letters and any other contact attempts made prior to intake or the first session.

Type of services provided & number of sessions: check any type of services provided by your agency and fill in total # of that type of service (e.g., if 6 case management sessions and 4 group therapy sessions were provided, check the boxes for case manager and group and individual therapy, then type 6 by # sessions for case management and 4 for # sessions by group or individual therapy.) If no services were provided, leave this section blank.

Summary of others directly involved in services (please describe role): check any youth support person directly involved in services and fill in the role they had (e.g., family members may have helped identify unaddressed issues and committed to taking youth to 3 months of therapy; in this case, check family members and write they participated in one session to help identify needs. Or if, due to your services, a school counselor was identified to help ensure the youth registers for classes needed for graduation, check "school or community institutions" and write the role they played.)

Summary of referrals to other agencies or services: This section is to capture referrals and resources identified as helpful to the youth but not incorporated into the youth's plan or goals. Please type in the total number of referrals made, and then describe them in the text box. For example, and to distinguish between the previous school example, if the need for the youth to meet with their school counselor is identified and the youth is encouraged to do so, that is a referral. Even if a case manager helps the young person find contact information. However, if the youth and case manager or circle keeper decide that their goal includes meeting with the school counselor to determine classes needed to graduate or for a specific career, and the case manager or circle keeper helps track that goal, then that falls under services.

## **Section C) Summary and Status of Plan**

\*\*\*Complete for both progress and final reports\*\*\*

Complete this table once goals are made with the youth, and update for each progress report. For each goal area, fill in one row. If more goal areas are needed, either attach a word document with the information, or type all additional information into the last row (there are no limits on the number of characters.)

Youth Goals/Actions: summary statement of what the agreed upon goal is. If none made, leave this section blank.

Date established: type in date of when goal established (dd.mm.yyyy).

Category: choose one of the categories, as defined below, that best describes why the goal was chosen:

**Address underlying needs**: goal made because it addresses an underlying need that was identified as a cause of the incident/referral.

**Repair harm**: goal made because it was identified as the action that will fulfill obligations that have resulted because of the incident/referral and can make things right with a person or persons harmed.

**Meet personal goals for future**: goal made because it reminds the youth that they are an important member of society who can achieve their goals and need not be defined by the incident that caused the referral.

Action(s) needed: summarize what actions are needed to determine that the youth successfully met the goal.

Final Status of Goal: choose only one of the categories, showing how you would best describe the youth's progress on the action steps needed to achieve the goal. Update this category for each progress report and for the final report.

Family or Community Goals/Actions: if it was determined that there was shared family or community responsibility for the incident/referral and related goals were made as part of the agreement or plans for services, summarize those in the same way the youth goals are summarized, using the same guidance as above. If none were made, leave this section blank.

## **Section D) Provider Reflection**

\*\*\*Complete this section for final reports only\*\*\*

Complete each of the questions with your reflections as the provider for the youth and/or family. If there was little or no engagement, complete question 3 only, to the extent that you are able. Bullet points are OK. No need for a full narrative, just the primary things that come to mind that will help us have a better understanding of the case, beyond what was shared in previous sections.

## **2) Youth Outcomes Survey protocols**

TBD

## APPENDIX 19

### AGREEMENT REGARDING NON-DISCLOSURE OF INFORMATION

This Agreement is between Ramsey County, a political subdivision of the State of Minnesota on behalf of the Ramsey County Attorney's Office, 345 Wabasha Street North, St. Paul, MN 55 102 ("County" or "RCAO") and, <Name>, <Address> ("<\_\_\_\_>") (collectively "the Parties").

Whereas the Parties have executed a Professional Services Agreement, Contract ID: ATTY\_\_\_\_\_; and

Whereas the Parties agree that to ensure compliance with state and federal data practices laws and requirements prior to any Not Public Data and/or Attorney Data being disclosed to <\_\_\_\_> by RCAO, and to ensure the privacy and confidentiality of any case-related notes and communications among the participants to RCAO's juvenile justice Collaborative Review Team, the parties agreed to finalize and execute the necessary non-disclosure agreement as required under the above-referenced contract;

Now, Therefore, the Parties hereby agree as follows:

1. Purpose. <\_\_\_\_> will participate as a member of RCAO's juvenile justice Collaborative Review Team ("CRT") in conjunction with RCAO's efforts to reimagine justice for youth by creating more developmentally appropriate responses to youth referred to the justice system. The CRT's efforts will include sharing information to help problem solve and understand how to best heal and repair harm and help youth succeed by identifying and repairing harm, understanding youth, understanding underlying causes, preventing recurrence of behavior, and supporting positive youth development and connections. The CRT's work will be guided by the (Re)imagining Justice for Youth: guidelines and considerations for reviewing cases with a restorative, equitable, trauma-informed lens.
2. Approach. <\_\_\_\_> will, among other things, review and discuss with other CRT members Not Public Data obtained from RCAO's case management system including peace officer records on children classified as private data on individuals under Minnesota Statutes Section 260B.171, subdivision 5 (a), and as confidential active law enforcement investigative data under Minnesota Statutes Section 13.82, subdivision 7. <\_\_\_\_> will not be allowed access to federal Criminal Justice Information System (CJIS) systems or data.

The role of <\_\_\_\_> and the other CRT member(s) is to collaboratively review and help to better inform the prosecutor's decisions in the handling of juvenile justice case referrals from law enforcement. The written or verbal content of case-specific communications between or among CRT members, in addition to being classified as described above, may also consist of data created, collected, maintained, received and/or disseminated by an attorney acting in a professional capacity on behalf of a government entity. As such, although exempted from specific classification under the Minnesota Government Data Practices Act, these data are protected from disclosure pursuant to Minnesota Statutes Section 13.393 ("Attorney Data").

Once individual case data are no longer necessary for the purposes of consideration by the CRT, all such data held by <\_\_\_>, including but not limited to Not Public Data and/or Attorney Data, and related case notes and emails that identify individuals, must be deleted, or destroyed. RCAO will retain and maintain all case-specific data necessary for purposes of compliance with the Minnesota Official Records Act.

3. Definitions. "Not Public Data" are any government data classified by Statute, federal law, or temporary classification as "confidential," "private," "nonpublic" or "protected nonpublic" as those terms are defined in Section 13.02 of the Minnesota Government Data Practices Act ("Act"). "Attorney Data" are any data created, collected, maintained, and/or disseminated by an attorney (or its contracted agents) acting in a professional capacity on behalf of a government entity that are protected by the attorney-client privilege, the attorney work product doctrine, and/or any other statutes, rules, and professional standards concerning discovery, production of documents, introduction of evidence, and professional responsibility.

4. Use Limitations. Pursuant to Section 13.05, subdivision 6 of the Act, <\_\_\_> agrees that it will receive and maintain, on a temporary basis, Not Public Data on individuals made available to it by RCAO, and will create and maintain, on a temporary basis, Attorney Data according to the statutory provisions applicable to the data and the underlying Professional Service Agreement. <\_\_\_> agrees not to use the RCAO's Not Public Data and/or Attorney Data for any purposes except the Purpose and Approach expressly set forth in paragraphs 1 and 2, above and the terms of the underlying Professional Service Agreement. <\_\_\_> agrees not to copy, alter, or modify any of the RCAO's Not Public Data and/or Attorney Data except as may be required to perform the services set forth in the Professional Services Agreement.

5. Privacy and Security. <\_\_\_> shall protect the privacy interests of individual data subjects and hereby agrees that all data classified by State or federal law as Not Public which is obtained from the RCAO or its records, or through contacts with RCAO employees, agents, or data subjects, shall always be afforded strict security and confidentiality. <\_\_\_> also agrees that it will protect and maintain the security and confidentiality of all Attorney Data created, collected, maintained, received and/or disseminated through case-specific notes and communications, whether verbally or in writing, between or among CRT members while providing services under the Service Agreement.

6. Data Ownership. Not Public Data and/or Attorney Data disclosed or created pursuant to this Agreement and the underlying Professional Service Agreement are the sole property of RCAO. <\_\_\_> agrees in the exercise of this Agreement and in the exercise of the underlying Professional Service Agreement not to make reproductions of any Not Public Data and/or Attorney Data in the files disclosed to it, or of data created by it, or remove from RCAO files any such data that can in any way identify an individual. <\_\_\_> and RCAO agree that any Not Public Data and/or Attorney Data obtained from RCAO or created by <\_\_\_> that is not relevant to the purpose of this Agreement or the underlying Professional Service Agreement will be immediately brought to the attention of RCAO and will not be disclosed or communicated by <\_\_\_> by any means to any person or entity other than RCAO.

7. Liability. <\_\_\_> is solely liable in the exercise of this Agreement pursuant to Minnesota Statutes, Chapter 13 or any other state or federal law for its unlawful use or disclosure of government data collected, received, used and/or maintained by <\_\_\_> and classified as Not Public Data or Attorney Data. <\_\_\_> understands that it may be subject to the civil or criminal penalty provisions of Minnesota Statutes, Sections 13.08 and 13.09 as well as other fines or penalties that may be imposed by other state or federal laws for unlawful disclosure of Not Public Data or Attorney Data.

8. Term of Data Access. The period by which <\_\_\_> shall access project data shall be from May 1, 2021 to December 31, 2025, or until such time as the contract may otherwise be terminated, whichever event occurs first.

9. Continuing Nature of Obligations. The obligations agreed to by <\_\_\_> in this Agreement shall extend beyond the completion of the Professional Services Agreement and the purpose and approach described herein and shall be continuing in nature.

10. Non-Disclosure. <\_\_\_> agrees not to disclose the RCAO's Not Public Data and/or Attorney Data to any third parties. Notwithstanding the foregoing, <\_\_\_> may disclose RCAO's Not Public Data and/or Attorney Data to the extent required by a court order or by applicable law; provided, however, that <\_\_\_> will use all reasonable efforts to notify RCAO of the obligation to make such disclosure in advance of the disclosure so that RCAO will have a reasonable opportunity to object to such disclosure. <\_\_\_> agrees that it shall treat RCAO's Not Public Data and/or Attorney Data with the same degree of care as it accords to its own data of a similar nature; provided that in no event shall <\_\_\_> exercise less than reasonable care to protect RCAO's Not Public Data and/or Attorney Data. <\_\_\_> agrees to notify RCAO in accordance with the privacy and security incident reporting requirements of Section 5.7.2 of the Professional Services Agreement of any misappropriation, misuse, or unlawful use or disclosure by any person of RCAO's Not Public Data and/or Attorney Data of which <\_\_\_> may become aware.

11. Return of Materials. Any materials or documents of the RCAO which are furnished to or created by <\_\_\_> under the terms of this Agreement and the underlying Professional Service Agreement, and all copies thereof, that remain in the possession of <\_\_\_> at the expiration of the Professional Services Agreement shall at the RCAO's option, either be: (i) promptly returned to the RCAO upon request; or (ii) destroyed by <\_\_\_> with <\_\_\_> providing written certification of such destruction.

12. Remedies. <\_\_\_> understands and agrees that the RCAO is providing the Not Public Data and/or Attorney Data to <\_\_\_> in reliance upon this Agreement and the underlying Professional Service Agreement, and <\_\_\_> will be responsible to the RCAO for any damages or harm caused to the RCAO to the extent caused by a breach of this Agreement by <\_\_\_> or any of its officers, directors, employees, consultants, or affiliates. <\_\_\_> acknowledges and agrees that a breach of any of its promises or agreements contained herein may result in irreparable injury to the RCAO for which there will be no adequate remedy at law, and the RCAO shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this Agreement by <\_\_\_>. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of this Agreement or the

underlying Professional Services Agreement but shall be in addition to all other remedies available at law or in equity.

13. Jurisdiction/Venue. The parties agree that all litigation or other legal proceedings under this Agreement shall be brought in the state courts of Ramsey County, Minnesota and the United States District Courts located therein, and the parties hereby submit to the exclusive personal and subject matter jurisdiction and venue of such courts. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Minnesota, excluding its conflict of law rules.

14. General. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provision shall be construed to be amended to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the parties.

15. Entire agreement. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successor in office.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

By:

Date:

\_\_\_\_\_  
John Choi, Ramsey County Attorney  
Ramsey County Attorney's Office

Approved as to Form:

Date:

\_\_\_\_\_  
Assistant Ramsey County Attorney

<\_\_\_\_>

By:

Date:

\_\_\_\_\_  
Name

Its: \_\_\_\_\_



## APPENDIX 20

### CRT MEMORANDUM OF UNDERSTANDING<sup>10</sup>

#### I. Recitals.

Whereas, the Ramsey County Attorney's Office ("RCAO"), the Second Judicial District Public Defender's Office ("SJDPD"), and "<\_\_\_\_>" (Community Member or "CM") (each also known individually as "Party" or "Member"; collectively, as "Members" or "Parties") are joining together to form the RCAO Collaborative Review Team ("CRT"), and;

Whereas, the purpose of the CRT is to help better inform the County Attorney's decision as to how to best respond to referrals to the RCAO from local law enforcement agencies through a collaborative review that provides the benefit of community and defense perspectives in the decision-making process, and;

Whereas, the goal of the CRT is to (re)imagine justice for Ramsey County youth by shifting away from the traditional juvenile justice system paradigm focused on administering consequences for behavior to help youth learn their lessons, which has resulted in significant racial disparities with respect to which youth are referred to the justice system, high rates of re-referral for youth of color and indigenous youth, and too often leads to further justice involvement in adulthood, and;

Whereas, the CRT will (re)imagine justice for youth by shifting to a restorative continuum of responses that are developmentally appropriate, seek to repair and heal from harm caused, empower our community, acknowledge and address underlying causes of behavior, provide meaningful opportunities for youth to make amends for their behavior, and connect youth and their families to resources and support to ultimately strengthen community and provide safety and wellness for all, and;

Whereas, this Memorandum of Understanding is intended to set forth guidance for the routine operation of the CRT;

Now, Therefore, the Parties hereby agree as follows:

#### II. Composition and Vision.

A CRT will include, but not necessarily be limited to, representatives of each party listed above, including an attorney from the RCAO, an attorney from the SJDPD, and a community member representing communities most impacted by justice involvement. At the County Attorney's discretion, the CRT may be expanded to include representatives from the social services agency or others as s/he sees fit. Upon receiving a referral from law enforcement, an RCAO attorney will review the case to determine if it has legal merit to meet the charging standard. If not, the case will be declined. If the referral does have legal merit to meet the

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<sup>10</sup> 4.6.2021 Draft

charging standard, the RCAO will make any necessary redactions (under IV below) and then the case will be forwarded to the CRT team members for their collaborative review and advocacy for the best restorative, developmentally-appropriate response to help the young person involved take meaningful accountability to repair any harm caused by their behavior, promote healing for all people involved, and address underlying causes of behaviors to prevent harm from recurring in the future. After individually reviewing each case, team members will discuss and advocate from their perspective as to how the RCAO should best respond. This may include asking the CM to reach out to the youth and/or family involved to gain a better understanding of the situation and any contributing factors from their point-of-view. While the review process will be collaborative and ensure all voices are heard and valued, the decision as to how to proceed ultimately falls under the authority of the RCAO and its director of the Youth Justice & Wellness Division. The SJDPD will act in the best interest of the youth, advocating for alternatives to traditional prosecution whenever it serves those best interests. The SJDPD recognizes the potential that the SJDPD may provide legal representation for the youth, if after the CRT, the RCAO refers the youth to traditional prosecution. In that event, the SJDPD will safeguard against potential resulting conflicts of interest as outlined in Section VI, below.

III. Goals and Evaluation.

The goal of this new collaborative model is to shift the focus of the system from the traditional paradigm of holding youth accountable to the state through administering consequences to a new, restorative paradigm that holds youth accountable to the community by identifying and repairing harm caused, promoting healing for everyone involved, and addressing underlying contributors to harmful behaviors to prevent them from happening again. As part of the restorative process, we will focus on connecting youth to community-based resources and strengthening connections to school, community, and caring adults, as research has demonstrated these supports are crucial to helping youth overcome adversity in their lives.

As we begin implementing this new approach, we will collect data regularly from our youth services providers, from the youth being served, and from the RCAO database to help us monitor progress toward continuous improvement. To begin with, University of Minnesota youth development researchers will provide technical expertise in setting up our evaluation mechanisms, data-gathering frequency, and reporting methods, with the aim of continually monitoring progress and providing transparency and accountability to our community. Data on youth will only be reported in the aggregate, so as not to identify any individual youth.

IV. Data to be Shared. RCAO legal staff will prepare peace officer records on children, also known as active law enforcement investigative data (i.e., police reports), for disclosure to and review by CRT Members. Review of these records/data by CRT Members is intended to facilitate CRT discussion and recommendations. These data are classified both as private data on individuals and confidential data on individuals under Minnesota law. Prior to being disclosed to CRT members, RCAO legal staff will review and redact or remove any private or confidential data that are inappropriate or unnecessary for access and review by the CRT,

including but not limited to identities protected under Minnesota Statute Section 13.82, Subdivision 17. Access to these private and confidential data shall be limited to CRT members and only for the authorized purposes of the CRT.

- V. Data Distribution and Retention Plan. All CRT data other than email will be stored on a secured RCAO drive in one or more protected folders. CRT data will be made accessible to each Member through authorization/permission provided by their assigned Ramsey County email address. All CRT-related email communication between and among Members must occur through their assigned Ramsey County email account. Once individual case data are no longer necessary for the purposes of consideration by the CRT, data held by the SJDPD and CM, such as individual case notes and emails, must be deleted or destroyed consistent with the terms of the Member's Service Agreement and/or Non-Disclosure Agreement with RCAO. RCAO will determine what data are retained for the purposes of compliance with the Minnesota Official Records Act.
  
- VI. Conflicts of Interest and Confidentiality of the CRT. In the event the RCAO decides at the conclusion of a CRT to refer a youth to traditional prosecution, Member representatives participating in the youth's CRT will not participate in the subsequent prosecution. In appropriate situations, a youth's case may be referred to a conflict attorney; in all cases where counsel is assigned, the assignment will be made to protect the youth's interests and comply with the Rules of Professional Responsibility. In every case, Members will maintain the confidentiality of the CRT.
  
- VII. Reporting of Brady Material. If, while performing its services on behalf of RCAO, the CM or SJDPD obtain or learn of any information that is favorable to an accused individual who has been petitioned with a delinquency offense or charged with a crime, the Member must report that information to RCAO. Information favorable to a petitioned or charged individual includes any evidence that might negate the individual's guilt or reduce the individual's level of culpability, reduce the disposition or sentence imposed upon that individual by the court, or that which relates to the credibility of a witness. This obligation applies to any information obtained or learned in any petitioned or charged case irrespective of whether the individual's case has been considered by the CRT. CM has no obligation to disclose any such information if it is obtained or learned outside of the scope of CM performing services on behalf of RCAO.
  
- VIII. Term. This Memorandum of Understanding has no specific time limitation and is intended to endure both leadership changes in the RCAO and the SJDPD, as well as changes in and additions to contracted CMs and/or CRT membership. If, at such time as a different or additional CM is contracted to participate in the CRT, and/or additional members are added to the CRT, a revised Memorandum of Understanding will be prepared and executed by the Parties to provide for the acknowledgement of and signature by the CM and/or other new members.

IX. Amendment. This MOU may be amended at any time through a written amendment signed and dated by each of the Parties to the MOU.

X. Withdrawal and Termination. Notwithstanding Paragraph VI, above, the SJDPD and CM may withdraw from this MOU in a manner consistent with the terms of their Service Agreements with RCAO. The RCAO may terminate this MOU at its discretion at any time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

By:

Date:

\_\_\_\_\_  
John Choi, Ramsey County Attorney  
Ramsey County Attorney's Office

Approved as to Form:

Date:

\_\_\_\_\_  
Assistant Ramsey County Attorney

By:

Date:

Name  
Community Member

\_\_\_\_\_  
Name

Its: \_\_\_\_\_

By:

Date:

Second Judicial District Public Defender's Office

\_\_\_\_\_  
James Fleming  
District Public Defender

# APPENDIX 21

## Classification, Protection, and Retention of Data Created by CRT

1. Presumption: CRT members will create, receive, maintain, retain, and disseminate data while performing their work. (We need to imagine how each CRT member will go about doing their work, and what data may be generated both individually and as a group in the course of that work).
  - a. Notes of police report review; notes of conversations between/among CRT members; notes of email review; notes of conversations/interviews with individuals involved in and/or impacted by the referred incident.
  - b. Email correspondence.
  - c. Other types of “work product” generated by the CRT?
2. Are the data contained within CRT notes and emails government data?
  - a. Yes. “Government data means all data collected, created, received, maintained or disseminated by a government entity regardless of its physical form, storage media or conditions of use.” Minn. Stat. Sect. 13.02, subd. 7.
  - b. Minn. Stat. Sect. 13.05, subd. 11 imposes Chapter 13 data practices requirements on all government entity contractors.
3. Are the data contained within CRT notes classified by statute or federal law as “private” or “confidential” (A/K/A, “nonpublic”)? Short Answer: It depends on where the data are derived-- if from police reports, yes; if created by CRT members and/or collected from other sources, no.
  - a. Data contained within CRT notes and emails that are *derived directly from police reports* retain their classification as private data on individuals under Minn. Stat. Sect. 260B.171, subd. 5, and as confidential active law enforcement investigative data under Minn. Stat. Sect. 13.82, subd. 7.
  - b. Some data in CRT notes and emails are likely to be classified as “data on individuals”, which is defined as “all government data in which any individual is or can be identified as the subject of the data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or identifying data of any individual”. Minn. Stat. Sect. 13.02, subd. 5.
  - c. Some data on individuals in CRT notes and emails will not be classified “private” or “confidential” data on individuals because the data will not be directly derived from police reports. Data collected directly by RCAO CRT members from sources other than police reports are not classified as either private or confidential by any state or federal law. See, Minn. Stat. Sect. 13.02, subs 3 and 12.

- d. Data on individuals in the CRT notes and emails will not be classified as “confidential law enforcement investigative data” because the county attorney is not within the Chapter 13 definition of “law enforcement”. See, Minn. Stat. Section 13.82, subd. 7, and [Law Enforcement Data / Data Practices Office \(mn.gov\)](#)
    - i. Data collected by agencies that merely work with law enforcement, such as prosecutors and or probation authorities, are not covered by the provisions of section 13.82 (Comprehensive Law Enforcement Data).
  - e. Other options for classification?
  - f. The only statute directly addressing but not specifically “classifying” county attorney data is Minn. Stat. Section 13.393 (Attorney Data).
    - i. Section 13.393 provides that “...the use, collection, storage, and dissemination of data by an attorney acting in a professional capacity for a government entity shall be governed by statutes, rules, and professional standards concerning discovery, production of documents, introduction of evidence, and professional responsibility...”.
    - ii. The “professional standards” and “professional responsibility” principles that most often and most directly apply to the work of county attorneys are the attorney-client privilege and the attorney work product doctrine.
4. Must a Tennesen Warning be given by CRT staff/CM before obtaining information in the community? Short answer: No.
- a. The government must give individuals notice only when collecting “private” or “confidential” information about them.
    - i. The purpose of the notice is to enable people to make informed decisions about whether to give information about themselves to the government.
  - b. Because data collected directly by CRT members (and not derived from police reports) will not meet the definition of either “private” or “confidential” data on individuals under state or federal law, CRT members will not be required to provide a Tennesen Warning before they obtain information from individuals while working on behalf of the CRT.
5. Are the data within CRT notes and emails public data if not classified otherwise by state or federal law?
- a. Yes, that is the legal presumption established by Chapter 13: “All government data collected, created, received, maintained, or disseminated by a government entity shall be public unless classified by statute...or federal law, ...with respect to individuals, as private or confidential.” Minn. Stat. sect. 13.03, subd. 1.

- b. As previously stated, CRT data contained within or directly derived from police reports retain their classification as private and confidential data on individuals.
  - c. CRT data not contained within or derived directly from police reports are presumptively public unless another source of legal protection can be identified.
6. How to protect CRT data: Application of the Attorney Work Product Doctrine.
- a. The attorney work product doctrine protects materials prepared “in anticipation of litigation”.
  - b. Unlike the attorney-client privilege, which includes only communications between an attorney and their client, the work product doctrine includes materials prepared by persons other than the attorney him/herself.
    - i. The materials may be prepared by anyone associated with the attorney so long as prepared with an eye toward the *possibility* of impending litigation (e.g., a petition *may* be filed).
    - ii. CRT members are assisting the County Attorney in anticipation of litigation by helping to inform the County Attorney’s charging decision of whether to petition a youth to court.
  - c. The attorney work product doctrine is less powerful than the attorney-client privilege because it only creates a *presumption* of protection that may be overcome by a showing of necessity (*Hickman v. Taylor*, 329 US 495 (1947)).
    - i. Presumption: An adverse party may not have access to materials prepared by a party’s lawyers or their legal staff in anticipation of litigation.
    - ii. The presumption may be overcome when a party has relevant and non-privileged facts which would be essential to the preparation of the adverse party’s case (“necessity”).
  - d. Important note: CRT members themselves and/or their notes will continue to be subject to subpoena power even with assertion of the attorney work product doctrine. Subpoenas compel individuals to appear for testimony and/or to provide documents.
    - i. Protection of CRT data subject to subpoena requires successful assertion, in court, of the attorney work product doctrine before any testimony and/or disclosure of data are compelled. The presumption of protection provides a “leg up” in maintaining the confidentiality of CRT data, but the presumption may be overcome, and the testimony or data may ultimately be compelled into evidence by court order.
    - ii. There is no way to avoid the above process and results/consequences that may flow therefrom.

- e. Despite its potential shortcoming, the attorney work product doctrine is the the only viable means for protecting CRT data that are not otherwise classified as either “private” or “confidential” data on individuals (e.g., data in/from police reports).
7. Is the CRT required to retain all its notes and emails according to an approved retention schedule (i.e., is the recent MN Supreme Court decision in Halva v. MNSCU applicable to CRT notes and emails)?
- a. The Minnesota Official Record Act requires that “(a)ll officers and agencies of the state, counties, cities, towns, school districts, municipal subdivisions, or other public authorities or political entities within the state...shall make and preserve all records necessary to a full and accurate knowledge of their official activities”. Minn. Stat. Section 15.17.
  - b. The Official Records Act contains no “private right of action” (right for an individual to sue for its violation) and has been viewed historically by most Minnesota government entity attorneys as providing some flexibility in defining what records must and/or need not be preserved.
  - c. In the Halva case (1/20/2021 decision), the plaintiff sued MNSCU over its failure to preserve a PDF version of Halva’s response to a request for proposals (contract RFP) that had been *highlighted* by the RFP evaluation staff at MNSCU.
    - i. The Supreme Court ruled in the case without deciding the merits of the plaintiff’s claim. The case was remanded back to the District Court for further hearing/findings.
    - ii. The Supreme Court held that “an individual aggrieved by the failure of a government body to comply with the Official Records Act has a cause of action under sections 13.03 and 13.08. In other words, the Legislature has already provided a judicial remedy for violations of the Official Records Act within the Data Practices Act.”
    - iii. The holding in Halva was a surprise to many Minnesota government entity attorneys. The Court’s decision is causing a serious “re-thinking” of what data/documents *must* be preserved by government entities to facilitate compliance with the Official Records Act as enforced through the Data Practices Act.
  - d. An individual subject of CRT data now has available a statutory cause of action for data not retained by the CRT.
    - i. The plaintiff would first need to overcome the work product doctrine presumption of protection with a showing of relevance, lack of privilege, and necessity before obtaining access to CRT data to prove their claim in court.



- ii. The plaintiff would next need to demonstrate that the data about them that were not retained by the CRT were necessary to a full and accurate knowledge of the CRT's official activities.
  - iii. Finally, to be successful, an individual plaintiff would also need to prove that they were damaged by the failure of RCAO to retain CRT data as well as the nature/extent of their damages.
  - iv. The potential risk of litigation over non-compliance with the Official Records Act can be mitigated with a focused strategy for recording and maintaining a record of the CRT's official activities.
8. Where/How should RCAO maintain and retain CRT data consistent with the attorney work product doctrine and in compliance with the Official Records Act?
- a. What CRT data must be retained?
    - i. "All records necessary to a full and accurate knowledge of (its) official activities".
    - ii. The official activities are:
      - 1. The *decision* to charge, to provide a restorative continuum response, or that no further action is necessary.
      - 2. The *rationale* for the decision.
      - 3. If a restorative continuum response is provided:
        - a. The nature of the problem/issue, the nature of the intervention/response provided, and any follow-up that may or required to occur (stated in general terms).
        - b. Other information needed/desired for evaluation purposes?
  - b. Where should that data be retained?
    - i. PbK or shared RCAO drive (P drive or SharePoint) in secure folders with limited access permissions for designated RCAO support staff and CRT members.
    - ii. Create and utilize a "CRT Fillable Form" (with character-limited fields) to record and retain the essential data required to document the CRT's "official activities".
      - 1. Initial basic information could be inputted on CRT form by RCAO support staff (name of individual; nature of referral, etc.)
      - 2. Each CRT member would then complete a separate section of the fillable form (one form per youth) and upload the form to PbK or a secure folder in a shared drive for the other CRT members to review and complete their respective sections of the form.

- a. CRT member first engages with the youth/family/community members taking any handwritten or typed notes, as necessary.
  - b. CRT member then downloads the fillable form and adds comments and recommendations to the fillable form.
    - i. Checkboxes for standard recommendations (e.g., charge; no further action required, etc.)
  - c. CRT member then uploads the form to PbK or secured folder in shared drive where it can be accessed, reviewed, and completed by the other CRT members.
  - d. The form would be accessible to all CRT members at any time from initiation of the case/form by RCAO through completion of the form by all members.
  - e. It may be helpful to create an order in which each CRT member provides their input on the fillable form: E.g., start with Community Member, then Public Defender, then RCAO?
- iii. If the fillable form is maintained in a secured folder on the P drive or in SharePoint during the pendency of a live case, once the case is decided the form should be deleted from that folder/drive and archived for record retention purposes (for compliance with the Official Records Act) on PbK with access only by designated RCAO staff.
- iv. Email is an important communication tool to be used by CRT members, but email should not be used to document official activities and should not be retained by the CRT.
- 1. Put in place a CRT email deletion policy (e.g., delete within 30/60/90 days after CRT decision is final).
  - 2. Reminder: The *CRT fillable form* is available to record data, including mental impressions, etc., that CRT members may desire to make a part of the “official record”.
- v. Handwritten and typed notes may be taken and used during pendency of a case but should not be retained by CRT members once a decision is reached.
- 1. Put in place a CRT note destruction/deletion policy (e.g., delete or shred/destroy 30/60/90 days after CRT decision is reached and no further follow-up is required).

2. Reminder: *The CRT fillable form* is available to record data, including mental impressions, etc., that each CRT members may wish to make a part of the “official record”.
- vi. The redacted police reports made available to the CRP should also be shared and accessed through the same limited access portal (PbK or secure folder within a shared drive).
    1. If the P drive or SharePoint is used for sharing the redacted police reports, when the CRT has decided a case, the police reports should be removed/deleted from the shared drive and the original law enforcement referral retained/archived in PbK consistent with current practices.
- c. What access permissions should be granted to CRT data, and to whom?
    - i. CRT members and designated RCAO staff should each have access to the redacted police reports and CRT fillable form during the pendency of a “live” case.
    - ii. Once a case is decided, the official record (completed fillable form) should be moved for retention to PbK system with access limited to defined RCAO staff.
    - iii. CRT data in every/any form will always be maintained as protected from disclosure through assertion of the attorney work product doctrine/Minn. Stat. Section 13.393 (Attorney Data).
  - d. What is the RCAO retention period, if any, for attorney work product? Answer: To be determined in coordination with Janet Hafner and others as needed/appropriate.