

**MEMORANDUM OF UNDERSTANDING
BY AND AMONG
THE CITY OF NEW YORK ADMINISTRATION FOR CHILDREN’S SERVICES,
THE NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES /
HUMAN RESOURCES ADMINISTRATION
AND
THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES**

This Memorandum of Understanding (“MOU”), effective March 21, 2023 (“Effective Date”), is by and among the City of New York Administration for Children’s Services (“ACS”), located at 150 William Street, New York, New York 10038, the New York City Department of Social Services/Human Resources Administration (“HRA”), located at 150 Greenwich Street, New York, New York 10007, and the New York City Department of Homeless Services (“DHS”) located at 33 Beaver Street, New York, New York 10004 (collectively the “Parties” and each individually being a “Party”).

WHEREAS, ACS is the City of New York (“City”) agency charged with the responsibility for the administration of all child welfare services in the City, including child protection services, prevention services and foster care services;

WHEREAS, DHS is the City agency with primary responsibility to provide temporary emergency shelter to homeless individuals and families with children, as well as to address homelessness in the City;

WHEREAS, HRA is the City agency with primary responsibility for fighting poverty and income inequality by providing New Yorkers in need with essential benefits;

WHEREAS, the Parties wish to communicate and share information about ACS-involved Families with children applying for or residing in shelters to enhance coordination of service planning;

WHEREAS, the purpose of this MOU is to (i) develop a procedure for document and/or information sharing between DHS and ACS that will enhance communication and service coordination at various points when an ACS-involved Family seeks temporary housing assistance (“THA”) from the point of application to exit from shelter, and (ii) assist DHS Staff and DHS Shelter Staff at the Prevention Assistance and Temporary Housing (“PATH”) intake center for families with children determine shelter eligibility for ACS-involved Families; enhance and improve service planning for families throughout their time in shelter; and assist both ACS and DHS exchange and receive relevant information about status changes and activities that impact service planning; and

WHEREAS, HRA is responsible for establishing communications with ACS and DHS regarding housing related programs and will share and receive data as necessary and pursuant to this MOU.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the

Parties hereby agree as follows:

ARTICLE I – TERM; DEFINITIONS OF TERMS

- A. This MOU shall remain in full force and effect from the Effective Date for a period of three (3) years. The Parties may, by mutual written agreement, renew the MOU for up to three (3) additional years.
- B. This MOU may be terminated by any Party, in whole or in part, upon thirty (30) days written notice.
- C. **Definitions.** In this MOU, (i) terms defined in the singular have a comparable meaning when used in the plural, and vice versa, (ii) references to any law or a particular provision of any law, unless otherwise stated, are to such law and any successor law or to such provision of law and the corresponding provision in any successor law, as applicable, (iii) references to any particular housing assistance program are to such housing assistance program and any successor or program, and (iv) capitalized terms not otherwise defined in this MOU have the meaning ascribed to such terms by New York law. The following terms shall apply to this MOU:
 - 1. “**ACS-involved Family(ies)**”: means families with active child welfare cases including child protection, prevention or foster care services but does not include for purposes of this MOU, families with only a youth receiving non-secure or limited secure placement services, non-secure or limited secure placement aftercare services, non-secure detention or secure detention services, juvenile justice initiative services, ACS’ Division of Youth and Family Justice’s respite care services program, or family assessment program services.
 - 2. “**Child Welfare Workers**” means the individuals utilized by ACS or an ACS-contracted provider of services to an **ACS-involved Family** (each such provider, an “**ACS-contracted Provider**”) in the role of child protective specialist (“**CPS**”) or case planner or similar position.
 - 3. “**Data**” means any information listed in the Attachments A, B, C, D, and E of this MOU.
 - 4. “**DHS Shelter Provider**” means any entity operating shelter facilities for DHS.
 - 5. “**DHS Shelter Staff**” means any former, current or prospective employee, independent contractor, or intern who performed or is providing services to a DHS Shelter Provider.
 - 6. “**DHS Staff**” means any former, current or prospective employee, independent contractor, or intern who performed or is providing services to DHS in connection with this MOU.

7. “Release” means a legal order that temporarily places a child with a parent or other suitable person while a Family Court case is ongoing, and is not considered placement in foster care.
8. “Remand Order” means a Family Court order that temporarily removes a child from his or her home, or authorizes an emergency removal, and places the child in the legal and physical custody of the Commissioner of ACS.
9. “Reunification” means the process by which an ACS-involved Family reunites with a child/children who was previously removed from his parent and is Released to the parent or is/are either on trial or final discharge from foster care.

ARTICLE II – PATH INTAKE AND PLACEMENTS

- A. ACS-involved Families seeking shelter must apply for THA at PATH, provided, however, that ACS and DHS agree and acknowledge that THA for an ACS-involved Family shall be provided, after reasonably exhausting other options, as a final alternative subject to shelter capacity constraints and the needs of the individual ACS-involved Family.
- B. In some instances, Child Welfare Workers may accompany ACS-involved Families to PATH to assist such ACS-involved Families with the PATH intake process by providing and verifying required information. For any ACS-involved Family accompanied by a Child Welfare Worker, such worker shall collect and bring any available supporting documentation related to such ACS-involved Family’s housing history (“Housing Documentation”) to PATH. DHS shall not require ACS-involved Families to bring children to PATH when a Reunification is scheduled to occur, when ACS-involved Families are reapplying for shelter or on the day following an overnight placement.
- C. ACS shall have CPSs work onsite at PATH (referred to as “PATH CPS”) to assist ACS-involved Families with the PATH intake process. Prior to an ACS-involved Family’s arrival at PATH to apply for THA, to the extent ACS is aware of such ACS-involved Family’s intent to apply, the Child Welfare Worker shall notify the PATH CPS electronically, either that they will be accompanying the ACS-involved Family to PATH or that an ACS-involved Family will be going to PATH to apply alone. If accompanied, then upon the Child Welfare Worker’s arrival at PATH with the ACS-involved Family, the Child Welfare Worker shall notify the PATH CPS electronically that he or she is onsite. The PATH CPS shall conduct a New York State Central Register of Child Abuse and Maltreatment (“SCR”) search on the ACS-involved Family, as PATH CPS does for all family applicants at PATH, and input any active or indicated child welfare case into the DHS system of record. Unfounded and Family Assessment Response case information shall not be disclosed. The Child Welfare Worker shall also provide the PATH CPS with the ACS-involved Family’s Housing Documentation, when available. The PATH CPS shall provide the PATH Intake Staff with the Housing Documentation, and the PATH Intake Staff shall scan the Housing Documentation into the DIIS system of record.
- D. At PATH, the ACS-involved Family shall meet with a PATH Intake Worker for an interview

to complete an application for THA. The PATH Intake Worker may determine that the ACS-involved Family is eligible for temporary conditional placement while DHS determines the ACS-involved Family's ongoing shelter eligibility ("Conditional Placement"). If after the shelter eligibility review period the ACS-involved Family is deemed eligible for shelter, the family is assigned an official shelter placement ("Transitional Placement").

1. After working directly with the ACS-involved Family, if there is any outstanding information DHS needs during the ACS-involved Family's Conditional Placement to make an informed decision about shelter eligibility or placement prior to finalizing an eligibility determination, DHS shall contact ACS, or the applicable ACS-contracted Provider to seek such information. ACS, or the ACS-contracted Provider, shall have two (2) business days to provide such information before DHS issues its determination. ACS, or the ACS-contracted Provider, shall make every effort to provide the outstanding information.
 2. If an ACS-involved Family is deemed ineligible, or eligible and assigned Transitional Placement, DHS shall notify the ACS-involved Family's Child Welfare Worker of the shelter determination and placement through a data match, described in Article IV below.
 3. DHS shall, based on placement availability, provide priority placement where possible to ACS-involved Families which are requesting reasonable accommodations, at designated DHS facilities that offer various social services to THA recipient residents ("Family Shelter"), or similarly equipped accommodations if available.
 4. At PATH, DHS shall refer all ACS-involved Families who report, or for whom ACS reports, a history of domestic violence for an assessment conducted by the HRA No Violence Again ("NoVA") program. DHS shall not require ACS-involved Families to bring children to PATH for NoVA assessment appointments.
- E. Status Changes. In addition to the data match described in Article IV, the Parties agree to the following:
1. ACS Notification of Status Changes Following an ACS-involved Family's Conditional and Transitional Placement
 - a. ACS shall notify the DHS Shelter Provider within one (1) business day from a Family Court issuing a Remand Order of any child(ren) from the family composition or any other change to the family composition.
 - b. ACS shall notify the DHS Shelter Provider of any change in status of a child welfare case warranting an increase or decrease in the level of intervention and/or supervision (e.g., change from a general prevention services program to intensive prevention services program).

- c. ACS shall notify the DHS Shelter Provider of any plans for a youth to be placed away from the ACS-involved Family.
 - d. ACS shall notify the DHS Shelter Provider of any Family Court orders known to ACS regarding any member of the ACS-involved Family by providing a summary of the Family Court order, or a copy of the Family Court order with permission of the Family Court.
- 2. DHS Notification of Status Changes Following an ACS-involved Family's Conditional and Transitional Placement
 - a. DHS or the DHS Shelter Staff shall notify the Child Welfare Worker twenty-four (24) hours prior to any planned transfer of an ACS-involved Family to a different shelter when possible; new birth(s) in a family; new household members added to the family composition in shelter; or, calls to the SCR.
 - b. DHS or the DHS Shelter Staff shall notify the Child Welfare Worker within twenty-four (24) hours or immediately if there are imminent safety concerns for an ACS-involved Family's exit from the DHS shelter system, if such exit is anticipated and/or known to DHS or DHS Shelter Staff. DHS or the DHS Shelter Staff shall notify the Child Welfare Worker of (i) any changes in family composition; and, (ii) the nature of any additional services provided to the family.

F. Conferences

1. Case Conference

- a. The Child Welfare Worker shall coordinate either an in-person conference or a conference call within three (3) business days of the ACS-involved Family's Conditional or Transitional Placement into DHS shelter. The Child Welfare Worker shall invite, and make every effort to secure the participation of, at minimum, the DHS Shelter Staff working with the ACS-involved Family and DHS staff. Depending on the nature of the conference, the ACS-involved Family may be invited as well. The purpose of the conference/conference call is to discuss the reasons for the ACS-Involved Family's placement, the ACS-Involved Family's safety and/or service needs, and other pertinent information about the family that will support the Child Welfare Worker and the DHS Shelter Provider in service planning.
- b. At the case conference, the following information shall be discussed, if applicable:
 - i. The location and type of Conditional or Transitional Placement.

- ii. The child welfare safety/service plan for the ACS-involved Family including any patterns in the ACS-involved Family's housing history that could be important for service planning.
 - iii. If permissible, a procedure for overnight visitation between the ACS-involved Family and a youth family member currently in foster care.
 - iv. Whether the location of the Conditional or Transitional Placement will interfere with the ACS-involved Family's receipt of support services and possible ways to minimize any disruption of services.
 - v. The ACS-involved Family's strengths and needs to assist DHS develop a suitable Independent Living Plan ("ILP"), permanent housing arrangements, and provision of additional support to the ACS-involved Family through the DHS Clinical Services Unit or a DHS Shelter Provider Client Care Coordinator as applicable.
 - vi. The contents and goals of the ILP.
- c. All ACS Trial and Final Discharge cases should have a mandatory Family Team Conference.

2. Family Team Conference

- a. Family Team Conferences are ACS child welfare conferences that include the participation of the ACS-involved Family. An ACS-involved Family's involvement with DHS will not automatically trigger a need for a Family Team Conference; however, ACS retains the right to schedule Family Team Conferences with the ACS-involved Family based on ACS' ongoing safety assessment of the family. The conference shall include the referring Child Welfare Worker, DHS Shelter Provider working with the ACS-involved Family, and when available, DHS staff.
- b. Family Team Conferences include, but are not limited to, the following:
 - i. Elevated Risk Conferences
 - ii. Child Safety Conference
 - iii. Follow Up Child Safety Conferences
 - iv. Trial Discharge Conferences
 - v. Final Discharge Conferences
 - vi. Follow-up Family Team Conferences including a twelve (12) month Permanency Conference and thirty to forty-five (30-45) day Permanency Planning Conference.
 - vii. Service Termination Conferences

G. Other Services for ACS-involved Families

- 1. Safe Sleep Program. DHS Shelter Providers provide families who have infants zero (0) to two (2) years old with a crib and safe sleep guidance and resources upon Conditional and Transitional Placement. Cribs will be provided irrespective of

medical condition unless there is a reasonable accommodation for an alternative sleeping arrangement. All cribs provided shall also include safe sleep guidelines. DHS Shelter Providers shall conduct safe sleep assessments during room inspections in accordance with the safe sleep protocol.

2. ACS and DHS shall work together to provide ACS-involved Families with necessary child care and personal hygiene supplies and equipment.
3. Child Care Assistance
 - a. The ACS Division of Child and Family Well-Being will work with DHS and DHS Shelter Providers to provide families with children ages six (6) weeks to thirteen (13) years old living in shelter with information on how to apply for child care assistance and enroll with a child care provider (e.g., child care vouchers, EarlyLearn, 3K for All, or Pre-K for All).
 - b. DHS and DHS Shelter Providers shall distribute childcare assistance information to families.
 - c. DHS Shelter Providers shall collaborate with ACS to advise ACS-involved Families found ineligible for child care assistance services to contact their respective Child Welfare Workers for other options for child care.

ARTICLE III - INFORMATION SHARING

- A. PATH Applicants. DHS shall share with ACS the names of all family members applying for shelter at PATH through the DHS system of record. In response, ACS shall determine whether any such families have an active child welfare case currently being investigated by and/or receiving child welfare services from ACS, an open indicated case, or a closed case, and shall update DHS systems with the results of the client match and screening.
- B. ACS shall not disclose whether a PATH Applicant has any unfounded or Family Assessment Response cases.
- C. DHS and ACS shall determine appropriate levels of ACS access to the DHS system of record to accomplish the goals of this MOU.
- D. During an ACS-involved Family's Conditional and Transitional Placement, the following information may be shared by ACS and ACS-contracted Providers with DHS, and with DHS Shelter Providers:
 1. Name, telephone number, unique ACS identifier, and other relevant information of the Child Welfare Worker who accompanied the ACS-involved Family to PATH or is otherwise assigned to the ACS-involved Family's case, and his/her supervisor's name and telephone number.

2. ACS case name and case number.
3. Borough where the ACS-involved Family receives services and/or supports.
4. Information about an ACS-involved Family with an expected Reunification or Release.
 - a. Names, dates of birth, and gender of children involved in the Reunification or Release.
 - b. Names and dates of birth of the parent(s)/guardian(s) involved in the Reunification or Release.
 - c. Names, dates of birth, gender for other authorized household members of the ACS-involved Family, and the relationship to the parent(s)/guardian(s).
 - d. The expected date of the Reunification or Release.
 - e. Any special needs pertaining to the child or children being reunified.
5. Preferred borough for Transitional Placement and specific reason for the preference.
6. Whether the ACS-involved Family has a Court Order directing the family to apply for THA at PATH, and if so, on what date and by what court including a summary of the diligent efforts conducted by ACS and the ACS-involved Family to avoid a PATH referral including, but not limited to, an assessment for housing services and resources, whether the ACS-involved Family completed a New York City Housing Authority application and/or exploration of the ACS Housing Subsidy program, and ACS Housing Support Services.
7. Legal status of any Family Court matters involving the children, if applicable.
8. Identification of domestic violence within the ACS-involved Family where it would not be safe for members of the family to be placed together for safety reasons, or if there is an Order of Protection requiring the separation of family members.
9. If a family meets three (3) or more of the criteria below, they are considered by ACS and DHS to be high risk and shall be scheduled for ACS and DHS to have a case conference with one another to discuss an exit strategy and/or additional services as needed for the high risk family. Additionally, DHS shall assign the family with a client care coordinator when jointly deemed appropriate by ACS and DHS.
 - a. Single-parent households;
 - b. Young parents (under age twenty-one (21));

- c. Households with three (3) or more children;
 - d. Households with children under age three (3);
 - e. Households with medically fragile children;
 - f. Households with previous or current child welfare involvement; and
 - g. Any additional risk factors particular to an individual family.
10. Any letters for support provided on behalf of the ACS-involved Family.
 11. Change in the status of the ACS-involved Family's ACS case where there is an increase or decrease in the level of family service intervention (e.g., moving from an intensive prevention services program to a general prevention services program).
 12. Discharge of a youth from a juvenile justice placement who may need to be added to the ACS-involved Family's household composition.
 13. Change in Court Orders which regulate the behavior of ACS-involved Family members.
 14. Change in the ACS-involved Family's household composition as a result of a removal of a child.
 15. Service plans and social services as provided by ACS and/or ACS-contracted Providers. For substance use treatment records, mental health treatment information, or any services related to a family member's HIV/AIDS status, domestic violence status, DHS or the DHS Shelter Staff shall secure a legally valid written consent, as well as consent of the youth, if the youth consented to the treatment, as required by law.
- E. During an ACS-involved Family's Conditional and Transitional Placement, the following information may be shared by DHS and the DHS Shelter Providers with ACS, and with ACS-contracted Providers:
1. Household composition, including the ages of any children and whether there are any expectant mothers.
 2. Name and contact information for any DHS or DHS Shelter Provider staff who are working with the ACS-involved Family.
 3. The DHS or DHS Shelter Provider's service plans and social services provided by DHS or the DHS Shelter Provider for the ACS-involved Family including, but not limited to, domestic violence services information, substance use treatment records,

mental health treatment information, or child care services. For substance use treatment records, domestic violence services information, mental health treatment information, or any services related to a family member's HIV/AIDS status, ACS or ACS-contracted Providers shall secure a legally valid written consent, as well as consent of the youth, if the youth consented to the treatment, as required by law.

4. Information pertaining to any incidents that occur while at the DHS shelter to assist in the assessment of the ACS-involved Family's needs.
5. Information related to keeping an ACS-involved Family's children safe, securing permanent housing, and promoting the children's development (e.g., concerns relating to a parent/caretaker's behavior towards their child, engagement of a family in DHS service plan, a youth's behavior).
6. Information pertaining to safety concerns of an ACS-involved Family with regard to a parent/caretaker or older youth's emotional regulation and/or possibly violent behavior.
7. Actions that DHS or a DHS Shelter Provider has taken or plans to take to address an ACS-involved Family's housing-related concerns (e.g., requests for the removal of an ACS-involved Family from a DHS shelter, an ACS-involved Family's eligibility for rental assistance programs or other housing assistance programs, meetings with a DHS or Shelter Provider Housing Specialist).
8. The transfer of an ACS-involved Family to another shelter location.
9. If DHS intends to proceed with a temporary discontinuance of shelter through a client responsibility proceeding against an ACS-involved Family due to a violation of State regulation.
10. If there is a birth or any addition of other adult household members.
11. When reporting a case of abuse or maltreatment regarding an ACS-involved Family to the SCR.
12. All families with an infant aged zero (0) to two (2) years old:
 - a. Sleeping accommodations provided for the infant(s);
 - b. The extent of the parents' and caregivers' safe sleep education, including access to a safe sleep training manual and video, and discussions with DHS Shelter Provider staff; and
 - c. The extent infant sleeping accommodations are monitored by DHS or the DHS Shelter Provider staff including, but not limited to, random or unannounced inspections and safe sleep education is reviewed and reinforced.

F. Communication about Housing Related Programs

1. Designated Liaisons. ACS and DHS and HRA will designate agency liaisons to (a) facilitate casework interventions and communication between Child Welfare Workers and DHS Shelter Staff, and (b) facilitate communication between ACS, DHS, and HRA staff regarding referrals of ACS-involved Families to housing related program(s) administered by DHS and/or HRA.
2. Tiered Response. DHS Shelter Staff will follow a tiered communications protocol as outlined below.
 - a. Level I communication. The family does not have an active child welfare case with ACS but has service needs. DHS Shelter Staff observe low/no risk behaviors. DHS Shelter Staff will contact the designated DHS liaison who will reach out to the designated ACS liaison and/or ACS' Office of Prevention Technical Assistance for a prevention services referral.
 - b. Level II communication. The family is an ACS-involved Family and DHS Shelter Staff have concerns which do not include high risk behaviors. DHS Shelter Staff shall contact the assigned Child Welfare Worker to report concerns. If the DHS Shelter Staff is unable to reach the Child Welfare Worker, the DHS Shelter Staff will report their concerns to the designated DHS liaisons who will reach out to the designated ACS liaisons to facilitate communication with the assigned Child Welfare Worker.
 - c. Level III communication. Regardless of whether the family has an active child welfare case, DHS Shelter Staff shall report cases of suspected child abuse or maltreatment to the SCR as required by law. DHS Shelter Staff shall also notify the designated DHS liaison who will communicate the incident to the designated ACS liaison.
3. Training. DSS shall direct DHS Shelter Providers attend mandated reporter trainings offered by the New York State Office of Children and Family Services ("OCFS"). ACS will provide annual training to DHS Staff and DHS Shelter Staff on identifying safety and risk for children in shelter.
4. In addition to the data match described in Article IV of the MOU, the Parties agree to exchange data on ACS-involved Families as specified in Attachment C regarding housing related program(s).
5. During the vouchering of ACS-involved Families with active child protective proceedings in Family Court, ACS shall send DHS a file for those certain ACS clients, which shall include if known to ACS: (i) the ACS-clients' CARES IDs and (ii) DHS Case Numbers. DHS shall work through any eligibility issues and, after the data exchange and eligibility determination, give out letters ("Shopping Letters") to the

ACS clients that includes the information listed at **Attachment D**. DHS shall provide to ACS, on a monthly basis, a list of households with active Shopping Letters and other housing rental vouchers (e.g., Section 8, NYCHA, permanent supportive housing).

6. In the instance of ACS-court-involved households, DHS shall provide to ACS, a monthly periodic report of the ACS-court-involved households that move out of shelter, which shall contain the information at **Attachment E** which will be provided by DHS.

ARTICLE IV - DHS AND ACS DATA MATCH

- A. DHS shall provide ACS with specific up-to-date information related to all clients (children and adults) with active cases, in DHS' Client Assistance and Rehousing Enterprise System ("**CARES**"), or for Family with Children or Adult Family case members that have exited for an agreed upon time period from or otherwise had a change in status at a facility managed or overseen by DHS (the "**DHS Data File**"). The information shall be available daily and will be transmitted on a schedule agreed to by the Parties. The specific data elements included in the DHS Data File are specified in **Attachment A** and may be modified in writing if agreed to by the Parties.
- B. The DHS Data File shall be transmitted via secure electronic means agreed to by the Parties. Data shall be encrypted while in transmission to ACS and while at rest at ACS, maintained in a manner that ensures that all confidential information is protected as required by law.
- C. ACS shall review and analyze the DHS Data File to determine whether any of the DHS clients (i) is or has recently been receiving prevention services from ACS, (ii) is or was recently connected to any foster care placement, and/or (iii) is or was recently connected to any report to the SCR. For each file submitted to ACS by DHS, ACS shall transmit a file of the matched client records back to DHS, using secure file transmissions ("**ACS Data File**"). The specific data elements included in the ACS Data File are specified in **Attachment B** and may be modified in writing if agreed to by the Parties.
- D. The Parties shall not use the Data Files for any purpose other than those contemplated by this MOU.
- E. The Parties understand and agree that there shall be no express or implied warranties related to the Data.

ARTICLE V – CONFIDENTIALITY AND DATA SECURITY

- A. **General**. The Parties agree to hold confidential, both during and after the expiration or termination of this MOU, all reports, information or other data furnished to, or prepared by, any other Party under this MOU including, but not limited to, (i) data contained in official HRA, DHS, or ACS files or records; (ii) the data elements contained in **Attachment A**, **Attachment B**, **Attachment C**, **Attachment D**, and **Attachment E**; and (iii) reports, information or other data provided by an ACS-contracted provider of services to an ACS-involved Family (collectively, the "**Confidential Information**") except as otherwise

permitted or required by law. The Parties agree that such Confidential Information shall not be made available to any person or entity without the prior written approval of the data owning Party. The Parties also agree to maintain the confidentiality of such Confidential Information by using at least the same degree of care that the other Party uses to preserve the confidentiality of its own respective confidential information but in no event less than a reasonable degree of care. Notwithstanding anything to the contrary in this MOU, in the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined below in Article V(B), the Parties shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data.

- B. Notice of Data Security Incident or Breach. Each Party shall provide notice to the other Parties within forty-eight (48) hours of the discovery of any actual or suspected data security incident or breach, including any data, as defined in Administrative Code of the City of New York (“Admin. Code”) § 10-501(b), of any data, encrypted or otherwise, in use by DHS, HRA, or ACS, such Party that contains social security numbers or other personal identifying information including data as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such incident or breach of security arises out of the acts or omissions of a Party or its employees, subcontractors, or agents. Upon the discovery or suspicion of such data security incident or breach, the discovering Party shall take reasonable steps to remediate the cause or causes of such incident or breach, and shall provide notice to the other Parties of such steps. Notice of unauthorized access or disclosure of Confidential Information or breach of security shall be reported to the below contacts:
1. Notice to ACS shall be reported to the New York State Office of Children and Family Services Information Security Officer at acceptable.use@ocfs.state.ny.us.
 2. Notice to DHS and HRA shall be reported to the New York City Department of Social Services Chief Privacy officer at friedlandl@dss.nyc.gov with copy to DSS Chief Information Security Officer (“DSS-CISO”), Sathish Ningaiah at ningaiahs@dss.nyc.gov.
- C. Restriction of Access. The Parties shall restrict access to Confidential Information to persons who have a legitimate work-related purpose to access such information. The Parties agree that they will instruct their employees and agents to maintain the confidentiality of any and all information required to be kept confidential by this MOU. All such personnel who have access to the Confidential Information shall be advised of the confidentiality requirements detailed herein.
- D. Adherence to Citywide Policy. The Parties agree to adhere to the citywide data security and privacy policies in effect during the term of this MOU.
- E. Press Statements. If any Party, or any of its employees or agents, at any time either during or after completion or termination of this MOU, intends to make a statement to the press or intends to issue any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding, in each case, the services provided or the data

collected pursuant to this MOU, such Party shall notify the other Parties at least twenty-four (24) hours prior to such statement to the press or at least five (5) business days prior to such submission of material for publication, as applicable, or such shorter periods as are reasonable under the circumstances. No Party may issue any statement or submit any material for publication that includes Confidential Information as prohibited by this MOU without the prior written approval of the other Parties.

- F. Permitted Use. The Parties shall not use nor cause to be used any Confidential Information whether such information includes Personally Identifiable Information or otherwise, for any purpose other than that which is described in this MOU.

G. Ownership & Return of Confidential Information

1. All Confidential Information shall be and remain the sole and exclusive property of the Party from which the data originated. Neither this MOU nor the disclosure of Confidential Information hereunder shall result in the grant to any Party of any right to or license of any intellectual property or other proprietary property of either Party.
2. At the request of the data owning Party, the receiving Party shall destroy (and certify in writing to the requesting Party that such destruction has occurred) any and all Confidential Information in its possession, its agents or consultants/subcontractors. If the Party, its agents, or consultants/subcontractors are legally required to retain any Confidential Information, such Party shall notify the requesting Party in writing and set forth the Confidential Information that it intends to retain and the reasons why it is legally required to retain such information. The Parties shall confer with one another, in good faith, regarding any issues that arise from the retention of such Confidential Information.

- H. Material Breach. A breach of this Article V shall constitute a material breach of this MOU for which any Party may terminate this MOU immediately without providing an opportunity to cure any noted default.

I. Data Confidentiality

1. Without a written agreement between the relevant Parties, the data of the originating Party may not be shared except as otherwise permitted or required by law or permitted by this MOU.
2. The Parties agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the data, and to implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of the data. Access to or use of confidential and/or individually identifiable information shall be restricted to employees authorized to use such data as contemplated by this MOU.

3. If any Party learns that the data has been disclosed or used for a reason other than for the purposes stated herein, whether such disclosure or use was inadvertent or otherwise, that Party shall notify the other Party within forty-eight (48) hours.
4. The Parties agree that Article VI(I) shall remain in full force and effect following termination of this MOU.

ARTICLE VI – MISCELLANEOUS

- A. Recordkeeping. The Parties agree to maintain any and all books, records, documentation, justifications and other evidence relevant to this MOU for six (6) years after the final payment or expiration or termination of this MOU, or for a period otherwise prescribed by law, whichever is later. In addition, if any litigation, claim, or audit concerning this MOU has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit.
- B. Compliance with Law
 1. The Parties shall perform all services under this MOU in accordance with all applicable laws as are in effect at the time such services are performed.
 2. Necessary Approvals and Licensure. If the law requires that the services provided by any party under this MOU must be performed by a licensed and/or certified individual(s), each party covenants and warrants that it and/or its personnel are licensed and/or certified and that it and/or its personnel meet the requisite professional licensure requirements in the State of New York, and/or the City of New York (as may be required), for the professional discipline(s) involved in this MOU. Further, each Party agrees to furnish the other Parties upon request all documents necessary to ascertain compliance with said licensing requirements. All Parties shall inform the remaining Parties of any licensure revocation by the State of New York and/or the City of New York.
- C. Modification. This MOU may only be modified through the mutual written agreement of the Parties.
- D. Assignment. No Party shall assign, transfer, convey or otherwise dispose of this MOU without the prior written consent of the other Parties. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.
- E. No Employee Relationship. Under no circumstances shall any employee of DHS be considered an agent or employee of ACS or an employee of ACS be considered an agent or employee of DHS, but rather such person will be considered as a visitor of the other Party.
- F. Notice. All notices required by this MOU shall be delivered by hand or overnight delivery

service to the following addresses:

TO NYC DHS

33 Beaver Street, 16th Floor
New York, NY 10004

Attn: Nichola Hammond, Associate Commissioner, Transitional Family Services

TO NYC ACS

150 William Street, 18th Floor
New York, New York 10038

Attn: Jacqueline Martin, Deputy Commissioner, Prevention Services

TO NYC HRA

150 Greenwich Street, 42nd Floor
New York, New York 10038

Attn: Scott French, Chief Strategy Officer

G. Legal Basis for Disclosure. The legal basis for disclosure of information pursuant to this MOU includes, but is not limited to the following:

1. This disclosure and use of confidential DHS information by a public welfare official relating to an individual receiving public assistance and social services is permissible when such disclosure is reasonably related to the purpose of a public welfare program and the function of the inquiring agency, the confidential character of the information will be maintained, and the information will not be used for commercial or political purposes. See Social Services Law § 136; 18 NYCRR § 357.3, 45 C.F.R. §205.50(a)(1)).
2. Under C.F.R. 205.50(a)(1)(i)(A), purposes directly connected to the administration of public assistance include “establishing eligibility, determining that amount of assistance, and providing services for applicants and recipients.”
3. The purpose of the disclosures proposed under this MOU is directly connected to the administration of public assistance because such disclosures allow for the continued administration of the public welfare programs that are central to this MOU and which require disclosures to establish eligibility, determine the amount of requisite assistance, and to provide the services described in this MOU.
4. Additionally, under Admin. Code §§ 23-1202(b) and 23-1202(c), the Agency Privacy Officer may designate in advance certain collections and disclosures of identifying information between City Agencies and/or third parties that further the purpose and mission of the agency as routine and therefore permissible. The collection and disclosure of identifying information by HRA/DSS for the purposes set forth in this MOU is covered by the following routine designation made by the HRA/DSS APO: (a) Direct Client Services.

- H. Execution. This MOU may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and when taken together shall constitute one and the same MOU. Electronic, facsimile or PDF image signatures shall be treated as original signatures.
- I. Merger: Entire Agreement. This written MOU contains all the terms and conditions agreed upon by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties hereto, or to vary any of the terms contained herein, other than a written change, amendment or modification duly executed by both Parties pursuant to Article VI(C).

[SIGNATURE PAGE TO FOLLOW]

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

**City of New York
Administration for Children's Services**

Jacqueline Martin Digitally signed by Jacqueline Martin
Date: 2023.03.30 10:44:33 -04'00'

Signature

Jacqueline Martin
Printed Name

Deputy Commissioner
Title

Date

**City of New York
Department of Homeless Services**

Joslyn Carter
Signature

Joslyn Carter
Printed Name

DHS Administrator
Title

3/23/2023

Date

**City of New York
Department of Social Services / Human Resources Administration**

Vincent Pullo
Signature

Vincent Pullo
Printed Name

ACCO
Title

3/30/2023
Date

Attachment A

Data files and Data Elements to be provided by DHS

File 1: Active DHS clients

File name: DHS_CARES_ACS_ODS_YYYYMMDOHHMISS.csv

Frequency: Monday to Sunday, generated at 1:20am

Target Pop: ALL active DHS clients, including street homeless

No.	Data Element	Description
1	CARES ID	CARES unique Identification Number of Client
2	CIN	WMS Client ID
3	ACS Person ID	ACS Client ID
4	Last Name	Client's Last Name
5	First Name	Client's First Name
6	DOB	Client's Date of Birth
7	Sex	Client's sex
8	Family ID	CARES Unique Family Identification Number
9	SSN	Client's Social Security Number
10	Prior Residence Street Address Line 1	Client's address line 1 prior to entering shelter. Only provided for shelter case types
11	Prior Residence Street Address Line 2	Client's address line 1 prior to entering shelter. Only provided for shelter case types.
12	Prior Residence Apartment Number	Client's address apartment number prior to entering shelter. Only provided for shelter case types.
13	Prior Residence Address City	Client's address City prior to entering shelter. Only provided for shelter case types.
14	Prior Residence Borough	Client's address borough prior to entering shelter. Only provided for shelter case types.
15	Prior Residence Address State	Client's address State prior to entering shelter. Only provided for shelter case types.
16	Prior Residence Address Zip Code	Client's address Zip Code prior to entering shelter. Only provided for shelter case types.
17	Shelter Code	Shelter code where the client was/is residing
18	Shelter Name	Name of the shelter where the client was/is residing
19	Shelter Street Address 1	Shelter's street address number and name 1. This is the main address of the shelter and not necessarily the specific address of where a client is sheltered.
20	Shelter Street Address 2	Shelter's street address number and name 2. This is the main address of the shelter and not necessarily the specific address of where a client is sheltered.

No.	Data Element	Description
21	Shelter Address Apartment Number	Shelter Address Apartment Number
22	Shelter Address City	Shelter's City; main address.
23	Shelter Address Borough	Shelter's borough; main address.
24	Shelter Address State	Shelter's State; main address.
25	Shelter Address Zip Code	Shelter's Zip Code; main address.
26	Move Out Street Address 1	The street address number and name where the client is residing after leaving the shelter. Provided for Sheltering and Safe Haven cases.
27	Move Out Street Address 2	The street address number and name where the client is residing after leaving the shelter. Provided for Sheltering and Safe Haven cases.
28	Move Out Apartment Number	The apartment number where the client is residing after leaving the shelter. Provided for Sheltering and Safe Haven
29	Move Out Address City	The City where the client is residing after leaving the shelter
30	Move Out Address Borough	The borough where the client is residing after leaving the shelter
31	Move Out Address State	The State where the client is residing after leaving the shelter
32	Move Out Address Zip Code	The Zip Code where the client is residing after leaving the shelter
33	Case Number	The case tracking number under which sheltering is provisioned.
34	Case Type •	The type of case and associated services provided to a client.
35	Adults	The number of adults on a case. Adult is client 18 and over.
36	Children	The number of children on a case. Child is client under 18.
37	Head of Case Last Name	Last name of person on case designated as Head of Case.
38	Head of Case First Name	First name of person on case designated as Head of Case.
39	Provider Name	The sheltering services provider responsible for the case. This may be OHS or a contracted for- or non- profit organization that provides sheltering. Providers are only listed for Sheltering case types.
40	Unit Number	The housing unit to which the client is assigned. Reported for Sheltering and Safe Haven case types.
41	Length of Stay Latest Visit	The duration of the client's current shelter stay. A shelter stay may be ended if client leaves shelter without a pass for 48 hours.
42	First Time Stayer	No/Yes. Indicates if this is the first shelter stay for a client.
43	Previous Stays	The number of previous sheltering events prior to the current shelter stay. (Note: Single Adults tend to have more frequent and but shorter stays as compared to Families. The count of previous stays for Adult clients can be quite high.)

No.	Data Element	Description
44	Head of Case	Y/N; Indicator of whether client is designated as the Head of Case.
45	Length of Stay All Visits	The cumulative duration of all client stays in shelter.
46	Case Relationship Type	The relationship of the client to the Head of Case. Examples include: Self, Child, Grandchild, Legal Spouse, Non-Legal Union, Co-Parent, Domestic Partner, etc.
47	Facility Type Code	Code corresponding to the facility type as defined in CARES.
48	Facility Type	The facility type as defined in CARES. Would indicate Tier II, Cluster, Family Hotel, Veterans Short Term, etc.
49	Shelter Building Name	Compartment Name of Shelter Building. The commercial hotel name is included in this name for buildings that are commercial hotels.
50	Shelter Building Street Address 1	Street # and name of Shelter Building; where client is housed.
51	Shelter Building Street Address 2	Street # and name of Shelter Building; where client is housed.
52	Shelter Building Apartment Number	Apartment number of Shelter Building; where client is housed.
53	Shelter Building City	City of Shelter Building; where client is housed
54	Shelter Building Borough	Borough of Shelter Building; where client is housed
55	Shelter Building State	State of Shelter Building; where client is housed
56	Shelter Building ZIP	ZIP of Shelter Building; where client is housed
57	Placement Start Date	Start date of current/most recent unit/bed placement
58	Placement End Date	End date of most recent unit/bed placement
59	Exit Code	CARES value for exit reason from shelter
60	Disposition	Exit/disposition information from CARES
Non-Shelter Application = Non-shelter application flag Move Out Flag M = Move out Commercial hotel indicator = Flag for if the building is a commercial hotel Case Start Date = Start date for most recent case Building Reference Number = Number to uniquely identify building		

***Sheltering case types** include "Families with Children", "Adult Families", and "Single Adult." Street Homeless support cases are "Outreach", "Drop-In", and "Safe Haven." HomeBase is a homelessness prevention case, either prior to a client becoming homeless or for support once a client moves out of sheltering into permanent housing

No.	Data Element	Description
1	PA_NUMBER	Public Assistance Case number for client.
2	PA_SUFFIX	Public Assistance Case number suffix
3	PA_CENTER#	PA CENTER #
4	LAST_NAME	Client's Last Name
5	FIRST_NAME	Client's First Name
6	DOB	Client's Date of Birth
7	RELATIONSHIP	Client's relationship to HOC.
8	# ADULTS	The number of adults on a case. Adult is client 18 and over.
9	# CHILDREN	The number of children under 18 on a case.
10	DISPOSITION CODE	CARES code value for exit reason from shelter.
11	DISPOSITION	Title of exit reason.
12	DISPOSITION_DATE	Exit date.
13	SSN	Social security number of client.
14	NON-SHELTER ADDR	Move out address of client.
15	BORO	Move out BORO of client.
16	STATE	Move out STATE of client.
17	ZIP	Move out ZIP of client.
18	CITY	Move out CITY of client.
19	ACS_CLIENT_ID	ACS_CLIENT_ID

Attachment B

Data Elements to be provided by ACS for DHS file 1: processed by DHS at 11:30pm

	Data Element	Description
1	CARES ID	CARES unique Identification Number of Client
2	Last Name	Client's Last Name
3	First Name	Client's First Name
4	DOB	Client's Date of Birth
5	Sex	Client's sex
6	CARES Case ID	Case ID from CARES
7	Prior Residence Address Zip Code	Client's address Zip Code prior to entering shelter
8	ACS Office Name	ACS Office Name
9	Case Name	ACS Case Name
10	Facility ID	ACS Facility Identifier
11	Person ID	ACS Client Identifier
12	Stage ID	
13	Case ID	ACS Client Case ID
14	Person Role	ACS Client Role
15	Date Stage Start	ACS Stage Start Date
16	Date Stage Closed	ACS Stage Closed Date
17	Reason Closed	Decode for State closing reason
18	Date Inv Completed	Date Investigation Completed
19	Overall Disposition	Overall Client Disposition
20	Case Worker Role	ACS Case Worker Role
21	Case Worker Name	ACS Case Worker Name
22	Case Worker Phone	ACS Case Worker Phone Number
23	CONN SSN	ACS SSN from Connections, if exist
24	Case Number	ACS Case Number
25	Case Address	ACS Case Address
26	CIN	ACS Child CIN Number
27	Child Status	ACS Child Situation Status
28	POS Service Type	Service Names
29	Service Provider Agency	Provider Agency
30	NM Resource Name	Resource Name
31	NM Employee Last Name	Employee Last Name
32	NM Employee First Name	Employee First Name
33	ACS Matching Score	Provided by ACS

Attachment C

The Parties will exchange data on ACS-involved Families in a mutually agreed upon manner and at a mutually agreed upon frequency as set forth below:

A. ACS shall share the following data elements with DSS/HRA:

1. CIN
2. Last Name
3. First Name
4. DOB
5. Age
6. SSN
7. Length of Time in Foster Care
8. Time Between Leaving Foster Care and Entering DHS Shelter

B. DSS/DHS shall share the following data elements with ACS:

1. Case Start Date (Date THA created)
2. First Time Stayer (No/Yes. Indicates if this is the first shelter stay for a client)
3. Eligible Subsidy

C. DSS/HRA shall share the following data elements with ACS:

1. HomeBase (Yes/No whether client went to HomeBase)
2. CityFHEPS Renewal (Yes/No whether client renewed CityFHEPS)
3. Subsidy Expiration Date
4. HRA2010E Approval
5. Received OSD/financial assistance from HRA

D. DSS/HRA will share additional data elements and other information, as agreed to by the Parties in writing, with ACS from the Coordinated Assessment and Placement System (CAPS).

E. The DSS/DHS/HRA housing related programs include, but are not limited to, the following:

1. HomeBase
2. City Fighting Homelessness and Eviction Prevention Supplement (CityFHEPS)
3. Emergency Housing Vouchers

F. The DSS/DHS/HRA housing-related programs, data elements, and data sources listed above may be modified by the Parties upon mutual agreement on an ongoing basis and any such changes shall be reflected in a written agreement at the time of renewal.

Attachment D

The following information shall be included on Shopping Letters sent pursuant to Article III (F)(5) of the MOU:

- (a) Date;
- (b) Facility Code/ Facility Name;
- (c) Household (“HH”) Member CARES ID;
- (d) HH Member Family ID;
- (e) HH Member DHS Case Number;
- (f) HH Member Name;
- (g) Head-of-Case CARES ID;
- (h) Head-of-Case Family ID;
- (i) Head-of-Case DHS Case Number;
- (j) Head-of-Case Name;
- (k) Head-of-Case SSN;
- (l) bedroom size, rent level, and utility allowance;
- (m) Shopping Letter Date; and
- (n) Shopping Letter Expiration and/or Extension Date.

Attachment E

The following information shall be provided by DHS to ACS in a monthly periodic report for ACS-court-involved households that move out of DHS shelters:

- (a) Type and, if available, rent level, of subsidy or housing program (e.g., Housing Choice Voucher program, NYCHA, permanent supportive housing),
- (b) CARES ID;
- (c) Family ID;
- (d) CityFHEPS letter date and, if available, Housing Choice Voucher program voucher issuance date;
- (e) Date of first CityFHEPS letter;
- (f) CityFHEPS letter and, if available, Housing Choice Voucher program voucher issuance date expiration date;
- (g) Number of shopping letters;
- (h) Exit date;
- (i) Exit type; and
- (j) Address.