

**MEMORANDUM OF UNDERSTANDING  
BY AND AMONG  
THE CITY OF NEW YORK ADMINISTRATION FOR CHILDREN'S SERVICES,  
THE NEW YORK CITY DEPARTMENT OF EDUCATION  
AND  
THE NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES**

This MEMORANDUM OF UNDERSTANDING ("MOU") effective on MARCH 25, 2019 ("Effective Date"), is made by and among the City of New York Administration for Children's Services ("ACS"), having an address at 150 William Street, New York, NY 10038, the New York City Department of Education ("DOE"), having an address at 52 Chambers Street, New York, NY 10007, and the New York City Department of Social Services ("DSS"), having an address at 150 Greenwich Street, New York, NY 10007 (each, individually referred to herein as a "Party" and collectively, as the "Parties").

**WHEREAS**, early care and education in New York City has long been comprised of a range of programs administered by ACS and DOE; and

**WHEREAS**, the City seeks to unify and improve the early care and education system in New York City, including but not limited to enhancing coordination and consistent priorities among and between the City's contracted early care and education providers, so as to provide equal access to such services by eligible children and families across the City; and

**WHEREAS**, in April 2017, the Mayor announced the launch of the 3K for All initiative and, as part of this initiative, the City of New York intends to transfer the EarlyLearn contracted care system<sup>1</sup> from ACS to DOE (the "EarlyLearn Transfer"), which is targeted to be fully implemented by July 2020; and

**WHEREAS**, the EarlyLearn contracted care system combines Head Start, child care and Universal Pre-K services and ACS maintains records of each child enrolled in an EarlyLearn program in a central data system ("ACCIS"); and

**WHEREAS**, to facilitate the EarlyLearn Transfer, DOE has applied to the Administration for Children and Families' Office of Head Start ("OHS"), United States Department of Health and Human Services, to be the sole recipient of Head Start and Early Head Start funds on behalf of New York City ("New York City's Head Start Super Grantee"); and

**WHEREAS**, to facilitate the EarlyLearn Transfer, ACS and DOE intend to enter into a contract through which ACS will procure certain child services and related functions from DOE, subject to the approval of the New York State Office of Children and Family Services ("OCFS"), and assign to DOE its currently contracted child care and related agreements (the "Government-to-Government Contract"); and

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<sup>1</sup> EarlyLearn NYC provides subsidized contracted care to over 30,000 program-eligible children from ages 6 weeks to 5 years old. Funding for EarlyLearn is provided by three general sources: Head Start grant funding, Child Care Block Grant funding, and city tax levy.

**WHEREAS**, when the EarlyLearn contracted care system transfers to the DOE, the welfare of the children enrolled in such programs will become DOE's responsibility, and the DOE will be accountable to families and stakeholders in fulfilling this duty; and

**WHEREAS**, to facilitate the EarlyLearn Transfer, including but not limited to building and testing systems necessary to manage operation of the EarlyLearn programs after the transfer, DOE will need to access and ACS will need to transmit certain current child records maintained in ACCIS to DOE of children enrolled in the contracted system, with such information uploaded to the DOE's student record system ("ATS"). prior to the EarlyLearn Transfer; and

**WHEREAS**, to facilitate the EarlyLearn Transfer, including but not limited to ensuring continued smooth operations of core program functions, DOE will need to access and ACS will need to transmit certain current child records maintained in ACCIS to DOE of children enrolled in the contracted system, with such information uploaded to the DOE's student record system ATS; and

**WHEREAS**, to facilitate the EarlyLearn Transfer, including but not limited to ensuring continued smooth operations of core program functions, DOE will need to perform audits and evaluations of EarlyLearn programs, and will need access to certain current child records maintained in ACCIS of children enrolled in the contracted system to facilitate the enforcement of and compliance with federal legal requirements of the program;

**WHEREAS**, DSS, through its Office of Information Technology Services, manages all child care data maintained in ACCIS, and has developed an interface to facilitate the data exchanges between ACCIS and DOE; and

**WHEREAS**, ACS, DSS and DOE desire to perform their respective functions in furtherance of the EarlyLearn Transfer in compliance with all applicable laws;

**NOW, THEREFORE**, the Parties agree to the following:

**I. TERM; MODIFICATION, TERMINATION; DEFINITIONS**

- A. This MOU shall be effective as to the Parties on the Effective Date, and shall terminate on June 30, 2019 ("Term"), and may be renewed upon prior written agreement between the Parties if the EarlyLearn Transfer has not been fully completed by the end of the Term.
- B. ACS's obligation to transmit to DOE ACS Child Care Records and ACS Universal Pre-K Records described in Section I(G)(i) of this MOU shall not accrue until February 15, 2019.
- C. ACS's obligation to transmit to DOE ACS Child Care Records and ACS Universal Pre-K Records described in Section I(G)(ii) of this MOU, shall not accrue unless and until the Government-to-Government Contract between ACS and DOE becomes effective.

- D. ACS's obligation to transmit to DOE ACS Head Start Data, described in Section I(G)(ii) of this MOU shall not accrue unless and until DOE has been awarded as New York City's Head Start Super Grantee by OHS.
- E. This MOU may be amended at any time by prior written agreement signed by the Parties.
- F. Either Party may terminate this MOU at any time by providing thirty (30) days' prior written notice to the other Party.
- G. The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this MOU, be construed as follows, unless a different meaning is clear from the context:
- i. "ACS Testing Data File" shall mean collectively the first name, last name, date-of-birth, sex, and location fields related to children actively enrolled in the EarlyLearn contracted care system between the ages of zero to five years from Child Care and Universal Pre-K records maintained in ACCIS, which are more fully described in the Interface Control Document attached hereto as Attachment A.
  - ii. "ACS Operations Data File" shall mean collectively the Enrollment Data file, Discharge Data file and Control File related to children actively enrolled in the EarlyLearn contracted care system between the ages of zero to five years from Child Care, Head Start, and Universal Pre-K records maintained in ACCIS, which is more fully described in the Interface Control Document attached hereto as Attachment A.
  - iii. "Confidential Information" shall mean (a) with respect to the DOE the ACS Data File, and any data found therein, (b) with respect to ACS the DOE Data File, and any data found therein, and (c) all other information marked "confidential" and provided by a Party, but excludes (c) any information that is (1) lawfully in the public domain at the time of receipt or which lawfully comes into the public domain thereafter through no act of the Parties in breach of this MOU, (2) demonstrated to have been known to the Parties prior to disclosure by or through the DOE or ACS, (3) disclosed with the prior written approval of ACS as applicable, (4) demonstrated to have been independently developed by either Party without reference to the Confidential Information, or (5) disclosed to either Party by a third party under conditions permitting such disclosure, without breach of this MOU or in violation of law.
  - iv. "DOE Testing Data File" shall mean collectively the DOE Testing ID File, DOE Testing Enrollment Exception File and DOE Testing Discharge Exception File, which shall be limited to children actively enrolled in the EarlyLearn contracted care system between the ages of zero to five years from Child Care and Universal Pre-K records maintained in ACCIS and is more fully described in the Interface Control Document attached hereto as Attachment A.

- v. "DOE Operations Data File" shall mean collectively the DOE Operations ID File, DOE Operations Enrollment Exception File and DOE Operations Discharge Exception File, which shall be limited to children actively enrolled in the EarlyLearn contracted care system between the ages of zero to five years from Child Care, Head Start, and Universal Pre-K records maintained in ACCIS and is more fully described in the Interface Control Document attached hereto as Attachment A.

## **II. CONFIDENTIALITY; DATA SECURITY**

- A. Each Party shall only disclose the Confidential Information to such Party's employees, agents, contractors and subcontractors (collectively, the Party's "Personnel") who need to know the Confidential Information to carry out the terms and purposes of this MOU and in those instances only to the extent justifiable by that need. Each Party agrees to require all Personnel to whom Confidential Information will be disclosed to comply with all applicable provisions of this MOU, the Social Services Law, the Family Educational Rights and Privacy Act ("FERPA"), and other applicable federal, state and City laws with respect to the Confidential Information shared pursuant to the MOU. Each Party shall ensure that all Personnel comply with the terms of this MOU and inform such Personnel that Confidential Information may only be disclosed in accordance with this MOU. Each Party agrees that it will instruct its Personnel to maintain the confidentiality of any and all Confidential Information under this MOU.
- B. Each Party shall hold all Confidential Information obtained through this MOU as strictly confidential pursuant to all applicable laws and regulations promulgated thereunder, including but not limited to the Social Services Law, FERPA and Head Start regulations. Each Party shall only use such information for the purposes and procedures set forth in this MOU, and shall not disclose such Confidential Information to any third parties, subject to Article II(E) below. Each Party shall not make use of such data for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal such data.
- C. Each Party shall ensure that effective physical, technological, and procedural safeguards are maintained to protect the security and privacy of Confidential Information, including but not limited to ensuring that their Personnel understand their obligations under this MOU and applicable data privacy and security laws. Each Party acknowledges and agrees that the other Party may audit a Party's maintenance of Confidential Information, including such Party's policies, procedures and systems for meeting the confidentiality and data security requirements of this MOU. Each Party agrees to provide the other Party with copies of such policies and procedures and descriptions of their data security systems upon request, and to abide by applicable requirements regarding the handling of confidential information and other information technology requirements required by the New York City Department of Information Technology and Telecommunication ("DoITT"). Each Party agrees that its Personnel will not store Confidential Information on, or access Confidential Information by means of, an unsecured network, computer, or other storage device. Each Party agrees to restrict access to its Personnel acting on such Party's behalf in connection with this MOU. Each Party shall maintain the confidentiality of any hard-copy or physical

printout of Confidential Information by using a reasonable degree of care, and using at least the same degree of care that such Party would to preserve the confidentiality of its own Confidential Information. Each Party shall utilize best practice methods (e.g., encryption of electronic records) as appropriate to protect Confidential Information.

- D. Each Party shall notify ACS in writing within twenty-four (24) hours of discovering a suspected or actual unauthorized use or disclosure of any Confidential Information by its Personnel or any third party who gained unauthorized access to the Confidential Information. The notice shall include a description of the nature of the unauthorized use or disclosure, the Confidential Information that may have been improperly disclosed, and the names and/or the affiliations of the entities (if known) who gained or may have gained access to the Confidential Information without authorization. Each Party shall coordinate with the other Party to investigate the incident and ensure that any legally required notice to the affected individuals is provided in accordance with such legal requirements. Each Party shall take all reasonably necessary steps to prevent or mitigate damages related to the unauthorized use or disclosure.
- E. Notwithstanding the restrictions imposed by this Article II, either Party may disclose Confidential Information as required by judicial order, lawfully issued subpoena, or as otherwise required by law, provided that in the event that disclosure is required of a Party under the provision of any law or judicial order, or lawfully issued subpoena, the such Party will: (i) promptly notify the other Party sufficiently in advance of disclosure, but in no case more than five (5) business days after receipt of such demand, to permit, if possible, the other Party to seek a protective order and to make any notifications required by law; and (ii) disclose such subject data only to the extent allowed under a protective order, if any, or as necessary to comply with the law, subpoena, or court order.

F. Use of Confidential Information

- i. Each Party shall use all Confidential Information obtained in connection with this MOU solely to further the purposes of the EarlyLearn Transfer. In the event that a Party seeks to use the Confidential Information provided by the other Party in a way or for a purpose other than described in this MOU, such Party may do so only pursuant to a written modification of this MOU, signed by both Parties, or pursuant to a separate written agreement agreed to by the Parties that is specific to such additional purpose.
- ii. Unless otherwise permitted or set forth in this MOU, DOE shall use Confidential Information solely for the purpose of auditing, evaluating, understanding and testing DOE systems to facilitate the EarlyLearn Transfer; resolving any discrepancies in data; ensuring that federal legal requirements that relate to the EarlyLearn programs are enforced and complied with; ensuring that adequate procedures are in place to facilitate the EarlyLearn Transfer; and ensuring that EarlyLearn programs will function smoothly through and after the EarlyLearn Transfer.

- iii. To the extent ACS Universal Pre-K Records are disclosed to or accessed by the DOE in connection with an audit or evaluation of federal or state supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs (a "Qualifying Purpose"), ACS designates DOE as its authorized representative. Unless the DOE is otherwise permitted to maintain copies of such records pursuant to 34 C.F.R. Part 99, the DOE shall destroy all copies of the ACS Universal Pre-K Records within ninety days of when such records are no longer needed for the purposes of the EarlyLearn Transfer, including the evaluation of Universal Pre-K data systems, and for other related purposes outlined elsewhere in this MOU. The DOE shall use reasonable methods to ensure the confidentiality and data security of ACS Universal Pre-K Records, and shall ensure that such records are used only to carry out a Qualifying Purpose. The DOE's use of ACS Universal Pre-K Records shall be consistent with Chancellor's Regulation A-820, and shall limit use of such records to those DOE employees with legitimate interests in the Qualifying Purpose.
- G. Data Transmission. On each business day after ACS's obligation to transmit the relevant data has accrued, DOE will receive the ACS Testing and Operations Data Files in an American Standard Code for Information Interchange ("ASCII") format or other mutually agreeable format. The ACS Testing and Operations Data Files shall contain the data elements outlined in Attachment A. The ACS Testing and Operations Data Files will be transmitted via Secure File Transfer Protocols or other mutually agreeable secure electronic means in accordance with this Article II.

### III. LEGAL BASIS FOR DISCLOSURE OF CONFIDENTIAL EARLYLEARN CONTRACTED CLIENT INFORMATION

- A. ACS Child Care Records for Children Actively Enrolled in EarlyLearn Contracted Care<sup>2</sup>. Confidential public welfare records may be disclosed by a public welfare official where: the disclosure is reasonably related to the purposes of the public welfare program and the functioning of the inquiring agency, the confidential character of the information is maintained, and the information will not be used for commercial or political purposes. See N.Y. Soc. Serv. Law § 136, 18 N.Y.C.R.R. § 357.3, see also 45 C.F.R. § 205.50(a)(1)(i)(A), (B). Under the New York City Charter, the Commissioner of ACS functions as the social services official for the City of New York with respect to the public welfare records to be shared. See Charter § 617(a) (providing that the commissioner of ACS "shall have the powers and perform the duties of a commissioner of social services under the social services law for the purpose of fulfilling his or her responsibilities under this section"). The proposed data sharing is therefore "by authority... of the social services official of the" City. See N.Y. Soc. Serv. Law § 136(1), (2). Furthermore, given that ACS's current roster of contracted EarlyLearn programs will be transferring from ACS to DOE, the proposed data sharing is with an "agency considered entitled to such information." See N.Y. Soc. Serv. Law § 136(1), (2). When those programs transfer, DOE will be accountable to families and stakeholders as a provider of early childhood care and services and will require the transmission of the data described in Section I(G)(ii) of this

<sup>2</sup> See, Section III(B)(i) of this MOU for discussion of Individuals with Disabilities Education Act.

MOU to ensure continued operations of the EarlyLearn programs. Moreover, DOE will require transmission of the data described in Section I(G)(i) of this MOU prior to the EarlyLearn Transfer for testing of systems, resolving data discrepancies and errors, and ensuring adequate procedures are in place to support program operations and to ensure the proper functioning of the EarlyLearn programs at the time of the EarlyLearn Transfer. Because DOE requires the data to be shared for the purpose of providing services and ensuring continuity of services under the social services laws, it is an "agency considered entitled to such information." See N.Y. Soc. Serv. Law § 136(1), (2). Lastly, the proposed sharing of public welfare records complies with the requirements of 18 N.Y.C.R.R. § 357.3(a) because (1) DOE will maintain and protect the confidential character of the information; (2) the information will be used for the purposes for which it is made available—facilitating the EarlyLearn Transfer—and this purpose is reasonably related to both the EarlyLearn programs and the DOE's function as a provider of early childhood care and education; and (3) the information will not be used for commercial or political purposes. See 18 N.Y.C.R.R. § 357.3(a).

**B. ACS Universal Pre-K Records for Children Actively Enrolled in EarlyLearn Contracted Care & Certain ACS Non-Universal Pre-K Records for Children Actively Enrolled in Contracted Care.**

- i. Universal Pre-K records contained in ACS' ACCIS database are protected under the Family Educational Rights and Privacy Act ("FERPA") and Part B of the Individuals with Disabilities Education Act ("IDEA"). See, respectively, 20 U.S.C. § 1232g and 20 U.S.C. § 1417(c). Certain ACS Non-Universal Pre-K Records are also protected under Part B and Part C of the IDEA. See 20 U.S.C. §§ 1417(c), 1439(a)(2). Under FERPA's implementing regulations, which also apply to personally identifiable information protected under Parts B and C of the IDEA, education records of students may be disclosed to other "school officials" within the agency where such school officials are determined to have legitimate educational interests. See 34 C.F.R. § 99.31(a)(1)(i)(A); 20 U.S.C. § 1417(c); 34 C.F.R. §§ 300.622(a), 303.414(b)(2). Other parties outside the agency to whom the agency has outsourced institutional services or functions may be considered "school officials" provided that the party: (1) performs an institutional service or function for which the agency would otherwise use employees; (2) is under the direct control of the agency with respect to the use and maintenance of education records; and (3) is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. See 34 C.F.R. § 99.31(a)(1)(B).
- ii. Given the transfer of contracted EarlyLearn programs to DOE, as well as DOE's status as a provider of early childhood care and education, DOE has "legitimate educational interests" in the data to be shared. See 34 C.F.R. § 99.31(a)(1)(i)(A). Moreover, while the proposed data sharing is not "within the [same] agency or institution," see 34 C.F.R. § 99.31(a)(1)(i)(A), DOE falls within 34 C.F.R. § 99.31(a)(1)(B)'s definition of a "school official" because the data is necessary for DOE to oversee program operations after the EarlyLearn Transfer and to build and

test required systems to facilitate the transfer. Both the oversight of program operations—for which DOE will require the data described in Section I(G)(ii) of this MOU—and the building and testing of required systems—for which DOE will require the data described in Section I(G)(i) of this MOU—are “service[s] or function[s] for which [ACS] would otherwise use employees.” 34 C.F.R. § 99.31(a)(1)(B). Further, pursuant to the terms of this MOU, ACS will retain ultimate control over the data and DOE will be under the direct control of ACS with respect to the use and maintenance of this data, and DOE will adhere to the requirements of 34 C.F.R. § 99.33(a)<sup>3</sup> governing the use and redisclosure of personally identifiable information from education records. See 34 C.F.R. § 99.31(a)(1)(B). Finally, consistent with 34 C.F.R. § 99.31(a)(1)(ii), the proposed query and data output parameters ensure that the DOE’s data DOEs “obtain access to only those education records in which they have legitimate educational interests.”

- iii. In addition, FERPA and its implementing regulations permit an educational agency or institution to disclose personally identifiable information from education records without the consent of parents or eligible students if the disclosure is to authorized representatives of a local educational authority for the purpose of conducting an audit or evaluation of state and federally-supported education programs, including early childhood education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs. See 20 U.S.C. § 1232g; 34 C.F.R. §§ 99.31(a)(3), 99.35(a)(1). Under FERPA, the Universal Pre-K Program qualifies as a state-supported education program and DOE qualifies as a local educational authority.” See 34 C.F.R. §§ 99.31(a)(3)(iv), 99.35(a)(1).
- iv. DOE will require the data described in Section I(G)(i) of this MOU to build and test necessary systems prior to the EarlyLearn Transfer, including inventorying and testing existing technical file structure and content. These actions are necessary to ensure the proper functioning and operation of the Universal Pre-K Program after the EarlyLearn Transfer. Further, consistent with the requirements of 34 C.F.R. § 99.35(a)(2), (b), DOE will use the Universal Pre-K Program data described in Section I(G)(i) of this MOU “only to carry out an audit or evaluation” of the program, protect “the personally identifiable information from further disclosures and other uses,” protect the data “in a manner that does not permit personal identification of individuals by anyone other than” DOE, and destroy the data “when no longer needed for the purposes” of auditing or evaluating the Universal Pre-K Program. See 34 C.F.R. § 99.35(a)(2), (b).

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<sup>3</sup> 34 C.F.R. § 99.33(a) provides as follows: “(1) An educational agency or institution may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student. (2) The officers, employees, and agents of a party that receives information under paragraph (a)(1) of this section may use the information, but only for the purposes for which the disclosure was made.”



### C. ACS Head Start Records<sup>4</sup>

- i. Confidential child records maintained by a Head Start program may be disclosed to officials acting for the program if the official provides services for which the program would otherwise use employees, the program determines such disclosure is necessary for Head Start services, and the program maintains oversight with respect to the use, further disclosure, and maintenance of child records, such as through written agreement. See 42 U.S.C. § 9836a, 45 C.F.R. § 1303.22(c)(1). The proposed transfer of Head Start data is to officials "acting for the program[s]" because the transmission of Head Start data will be to New York City's Head Start Super Grantee. Moreover, after DOE is awarded as New York City's Head Start Super Grantee, the data will be necessary for the DOE to ensure continuity of services for children served in Head Start programs and oversee the underlying Head Start program operations. If this data is not shared with DOE, after DOE is awarded as New York City's Head Start Super Grantee, DOE will be unable to adequately prepare to serve and account for the children in the care of Head Start service providers or to meet data-keeping obligations regarding attendance, enrollment, and grant claiming. See 45 C.F.R. § 1303.22(c)(1). These are planning and preparation services for which the programs would otherwise use employees.
- ii. In addition, personally identifiable information in confidential child records may be disclosed to officials acting for the Head Start program in connection with an audit or evaluation of education or child development programs, or for enforcement of or compliance with federal legal requirements of the program. See 45 C.F.R. § 1303.22(c)(2).
- iii. To allow sufficient time for DOE to prepare to administer the Head Start services described in above Section III.C.i of this Agreement, ACS shall disclose Head Start data to DOE as soon as practicable following the announcement of DOE's Head Start award and its associated delegate agencies. No confidential child records shall be disclosed to DOE with respect to Head Start programs not falling within DOE's oversight as New York City's Head Start Super Grantee, nor shall any child records be disclosed with respect to children that were formerly enrolled in a Head Start program but are not currently in a Head Start program at the time ACS discloses the data. ACS shall identify which confidential child records DOE is permitted to access, consistent with the above parameters.

### **IV. ENTIRE AGREEMENT; EXECUTION; NOTICE**

- A. This MOU represents the entire agreement among and between the Parties with respect to the subject matter of this MOU.
- B. This MOU may be executed in counterparts, each of which shall constitute an original.

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<sup>4</sup> See, Section III(B)(i) of this MOU for discussion of Individuals with Disabilities Education Act.

- C. Any notice to be given pursuant to this MOU shall be in writing to the following representatives for the Parties, or other such representatives as they may designate to each other in writing:

**FOR ACS:**

Brenda Henry  
Chief Operating Officer, Division of Child and Family Well-Being  
NYC Administration for Children's Services  
66 John Street, 8<sup>th</sup> Floor  
New York, NY 10038  
brenda.henry@acs.nyc.gov

**FOR DOE:**

Joseph A. Baranello  
Chief Privacy Officer and Agency Counsel  
New York City Department of Education  
52 Chambers Street  
New York, NY 10007  
JBaranello3@schools.nyc.gov

**FOR DSS:**

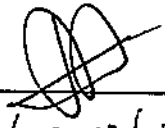
Ricardo Browne  
Chief Information Officer  
Department of Social Services  
15 MetroTech Center, 12th Fl  
Brooklyn, NY 11201  
browneric@dss.nyc.gov

**[Remainder of Page Intentionally Blank – Signatures on Following Page]**

IN WITNESS WHEREOF, the Parties hereby execute this MOU on the date set opposite their respective signatures.


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

Date: 3/26/19

By:   
Name: Corelei Vargas  
Title: Deputy Commissioner

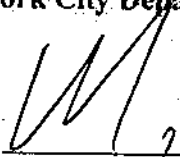
**New York City Department of Education**

Date: 3/29/19

By:   
Name: Lauren Siciliano  
Deputy Chief Operating Officer  
Title: \_\_\_\_\_

**New York City Department of Social Services**

Date: 3/26/19

By:   
Name: [unclear]  
Title: [unclear]

**ATTACHMENT A**  
**INTERFACE CONTROL DOCUMENT**

# Interface Control Document (ICD)

Between NYC Department of Social Services and NYC Department of Education



Prepared by New York City Department of Social Services Information Technology Services

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Document History

Date	Author	Comments
12/11/2018	Dmitriy Talalayev Child Care Team, DSS ITS	Initial draft of document.

## 1. Document Acceptance

The following section represents the business partners have reviewed and accepted that the content of the document below is in alignment with the project's objective.

	Organization	Name	Title	Date
1	NYC DSS, ACCIS	Dmitriy Talalayev	Project Director	12/11/2018
2	NYC DOE			12/11/2018
3				

## 2. Document Purpose

The purpose of this Interface Control Document is to describe the data specifications, workflow, production environment, and security requirements for the data that is to be shared between the aforementioned entities.

## 3. Scope

This section of the document describes the interface between the two entities (NYC DSS ACCIS and NYC DOE) and is limited to the scope defined below.

## 4. Data Specification

The following specification defines data exchanged between NYC DSS ACCIS and NYC DOE.

### 4.1. Data Files

NYC DSS ACCIS feeds NYC DOE with three data files – 'Enrollment Data', 'Discharge Data' and 'Control File'. NYC DOE feeds NYC DSS ACCIS with 'DOE ID File', 'DOE Enrollment Exception File' and 'DOE Discharge Exception File'. All data is pertaining to contracted enrollments with associated Programs.

### 4.2. Naming Conventions

Enrollment Data, Discharge Data and Control File files named with date-time stamps in YYYYMMDDHHmm format (4-digit year, two-digit month, two-digit day, two-digit hour in 24-hour notation, two-digit minute) and extensions '.enr' for Enrollment Data, '.del' for Discharge Data and '.ctl' for Control File.

DOE ID File named with date-time stamps in YYYYMMDDHHmm format and extension '.doe'.

DOE Enrollment Exception File and DOE Discharge Exception File repeat names of Enrollment Data file and Discharge Data file they created for and add extension '.except'

### 4.3. Files Format

All files are tab-delimited text files where records separated with line end and elements within one record separated with tabs.



## 4.4. Data Elements

## 4.4.1. Contract Non-HS Enrollment Data

Data Element	Data Type	Field Limits	Description & Other Info
Case number	string	8	ACCIS case number
Child number	string	2	ACCIS child number
Parent/guardian last name	string	20	
Parent/guardian first name	string	14	
Parent/guardian middle initial	string	1	
Parent/guardian street number	string	10	
Parent/guardian street name	string	20	
Parent/guardian borough	string	2	Predefined codes set
Parent/guardian city	string	20	
Parent/guardian zip	string	9	
Parent/guardian apartment	string	7	
Parent/guardian state	string	2	Predefined codes set
Parent/guardian phone area code	string	3	Home phone
Parent/guardian phone number	string	7	Home phone
Parent/guardian phone area code	string	3	Alternative phone
Parent/guardian phone number	string	7	Alternative phone
Parent/guardian language	string	2	Predefined codes set
Parent/guardian relationship	string	2	Predefined codes set
Parent/guardian priority	string	1	Predefined codes set
Child last name	string	20	
Child first name	string	14	
Child middle initial	string	1	
Child sex	string	1	
Child language	string	2	Predefined codes set
Child birth date	date	10	mm/dd/yyyy format
Child special needs indicator	string	2	Predefined codes set
Child special needs absence	string	2	
DOE student ID	string	?	
Child eligibility code	string	2	
Enrollment full time/part time indicator	string	1	
Enrollment program/provider number	string	7	
Enrollment type	string	2	
Enrollment start date	date	10	mm/dd/yyyy format
Enrollment end date	date	10	mm/dd/yyyy format

Enrollment slot type	string	2	
Enrollment UPK slot type	string	2	
Enrollment class	string	30	
Enrollment number	integer	5	
Child race	string	2	Predefined codes set
Child race	string	2	Predefined codes set
Child race	string	2	Predefined codes set
Child race	string	2	Predefined codes set
Child race	string	2	Predefined codes set
DOE location code	string	?	
DOE class	string	?	
Program/provider name	string	35	
Program/provider street number	string	10	
Program/provider street name	string	20	
Program/provider apartment	string	5	
Program/provider borough	string	2	Predefined codes set
Program/provider city	string	20	
Program/provider state	string	2	Predefined codes set
Program/provider zip	string	9	

#### 4.4.2. Enrollment Discharge Data

Data Element	Data Type	Field Limits	Description & Other Info
Case number	string	8	ACCIS case number
Child number	string	2	ACCIS child number
Enrollment number	integer	5	ACCIS enrollment number
Enrollment end date	date	10	mm/dd/yyyy format
Enrollment termination reason	string	2	Predefined codes set

#### 4.4.3. Control File

Data Element	Data Type	Field Limits	Description & Other Info
File name	string	40	
Number of records	integer	7	

#### 4.4.4. DOE ID Data

Data Element	Data Type	Field Limits	Description & Other Info
Case number	string	8	ACCIS case number
Child number	string	2	ACCIS child number
Program/provider number	string	7	ACCIS program/provider number
Enrollment number	integer	5	ACCIS enrollment number
DOE student number	string	?	
DOE program/provider name	string	?	
DOE location code	string	?	
ATS class code	string	?	

#### 4.4.5. DOE Enrollment Exception File

DOE Enrollment Exception File reports errors for Enrollment Data file and includes all elements from Enrollment Data plus exception code (string) for excepted records.

#### 4.4.6. DOE Discharge Exception File

DOE Discharge Exception File reports errors for Enrollment Discharge Data file and includes all elements from Enrollment Discharge Data plus exception code (string) for excepted records.

### 5. Workflow

NYC DSS ACCIS uploads Enrollment Data, Discharge Data and Control File files for NYC DOE to 'Input' container. As soon as NYC DOE accepts and process the files, NYC DOE deletes processed files from 'Input' container.

NYC DOE uploads files DOE ID Data, DOE Enrollment Exception File and DOE Discharge Exception File files for NYC DSS ACCIS to 'Output' container. As soon as NYC DSS ACCIS accepts and process the files, NYC DSS ACCIS deletes processed files from 'Output' container.

### 6. Production Environment

Proposed production environment for file transfer is to host on FTP server maintained by DOE. Two folders created at the FTP host as 'Input' and 'Output' containers. NYC DOE and NYC DSS ACCIS have two different accounts with read/write permissions for both folders.

### 7. Security

This exchange of data uses Secure FTP transfer protocol now. Authentication by login/password.