

## MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION AND ADMINISTRATION FOR CHILDREN'S SERVICES

In an effort to efficiently provide services to shared clients, the following MEMORANDUM OF UNDERSTANDING ("MOU"), dated as of September 24, 2015 is agreed upon by the New York City Human Resources Administration ("HRA"), located at 4 WTC, 150 Greenwich Street, New York, New York 10038, and New York City Administration for Children's Services ("ACS"), located at 150 William Street, New York, New York 10038 (collectively, the "Parties"). This MOU contains all of the terms of the Parties' agreement to share limited Public Assistance information of a Destitute Child (hereinafter defined).

1. The effective date of this MOU is September 24, 2015, and shall remain in effect unless otherwise terminated pursuant to the terms of this Agreement.
2. A "Destitute Child" consistent with Family Court Act § 1092(a), is defined as a child under the age of eighteen (18) who is in a state of want or suffering due to lack of sufficient food, clothing, shelter, or medical or surgical care and:
  - A. Does not fit within the definition of an "abused child" or a "neglected child" as such terms are defined in Family Court Act § 1012.
  - B. Is without any parent or caretaker available to sufficiently care for him or her, due to:
    - i. The death of a parent or caretaker; or
    - ii. The incapacity or debilitation of a parent or caretaker, where such incapacity or debilitation would prevent such parent or caretaker from being able to knowingly and voluntarily enter into a written agreement to transfer the care and custody of said child to section three hundred fifty-eight-a or three hundred eighty-four-a of the social services law; or
    - iii. The inability of the commissioner of social services to locate any parent or caretaker, after making reasonable efforts to do so; or
    - iv. A parent or caretaker being physically located outside of the state of New York and the commissioner of social services is or has been unable to return the child to such parent or caretaker while or after making reasonable efforts to do so, unless the lack of such efforts is or was appropriate under the circumstances; and
  - C. Notwithstanding anything to the contrary herein for purposes of this MOU, a "Destitute Child" shall exclude those who are pregnant or parenting.
3. HRA shall disclose limited Public Assistance information to ACS, for the purpose of making referrals regarding a Destitute Child including the manner, date, and circumstances under which the child became known to HRA; the child's date of birth, if

known; the name of the child's parent or parents, if known; information about whether the parent or parents are living or deceased, if known; the whereabouts and last known address for the parent or parents, if known; and the identity of a caretaker or interested adult, if known.

4. HRA Referral of a Matter to ACS

Upon receipt of an application from a Destitute Child, HRA shall refer the matter to ACS by emailing the Borough Office Assistant Commissioner and First Deputy Director. For referrals made after the ACS Borough Office's business hours, the referral shall be made by emailing the Assistant Commissioner at ACS' Emergency Children's Services ("ECS") office. ACS shall provide HRA with a list of contacts and email addresses for the ACS Borough Offices and ECS.

5. Petition for the Care and Custody of a Destitute Child

A. DCP shall evaluate the information provided by HRA and if appropriate, DCP shall refer the case to ACS Division of Family Court Legal Services (FCLS) office to request that a petition be filed for the care and custody of a Destitute Child under Article 10-C of the Family Court Act.

B. DCP shall notify HRA in writing within 7 business days when a determination is made to place a Destitute Child in foster care or change a Destitute Child's address .

6. Notices: All notices and requests hereunder by either party shall be made in writing. Where any communication must be made verbally, due to an emergency or any other situation requiring immediate attention, each Party will memorialize such communication in writing as soon as practicable under the circumstances.

Notices to ACS should be directed to:

**Division of Child Protection - Central Office**  
**150 William Street, 4<sup>th</sup> Floor**  
**New York, New York 10038**  
**212 341 2656**

Notices to HRA should be directed to:

**FIA Executive Deputy Commissioner**  
**150 Greenwich Street, 36<sup>th</sup> Floor**  
**New York, New York 10007**  
**929 221 6803**

7. Confidentiality:

A. In accordance with 18 NYCRR §357.3, ACS agrees that: (i) the confidential character of the information provided by HRA will be maintained; (ii) the information will be used only for the purposes described in this MOU; and (iii)

the information will not be used for commercial or political purposes.

- B. ACS may not re-disclose any individually identifiable information or aggregate data obtained in the course of data sharing arrangement to any other individual, non-participating agency, organization or entity without the prior written consent of HRA with the exception that ACS may disclose data provided by HRA with the Court, Attorney for the Child, and other parties related to filing a petition for the care and custody of a Destitute Child under Article 10-C of the Family Court Act.
  - C. ACS agrees to report to HRA any unauthorized use or disclosure of confidential or protected data not provided for by this Agreement of which it becomes aware. Further, ACS agrees to report to HRA any data security incident of which they become aware, including a breach of unsecured protected data within 3 days.
  - D. In the event that ACS provides any confidential data to an agent or subcontractor for any purpose, ACS agrees to ensure that such agent or subcontractor agrees to at least the same restrictions and conditions that apply through this Agreement to ACS with respect to such HRA client information.
- 8. Retention of Records: The Parties agree to retain copies of all their respective records related to this MOU for a period of six (6) years after the term or termination of the MOU, whichever is later. Federal, State and City auditors, and any other persons duly authorized by HRA or ACS shall have full access to, and the right to, examine any of these records during this six (6) year period.
  - 9. Publicity: Any public releases concerning this project, including, but not limited to press releases, advocacy statements, letters, and research articles must be drafted collaboratively between both Parties and released only with the prior written consent of both HRA and ACS Commissioners.
  - 10. Provisions Surviving Termination: The provisions regarding confidentiality, retention of records, and publicity shall survive the termination of this MOU
  - 11. Modification: This MOU may be modified only through the mutual, written consent of both Parties.
  - 12. Termination: Either Party may terminate this MOU by giving at least thirty (30) days written notice to the other Party.
  - 13. Online Posting: Pursuant to Local Law 40 of 2011, the Parties understand that this MOU may be posted on NYC.gov within thirty (30) days of execution.
  - 14. Entire Agreement: This MOU sets forth the entire agreement between the Parties, superseding all prior agreements and understandings, written or oral, and may not be altered or modified except by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the dates appearing below their respective signatures.

THE CITY OF NEW YORK  
DEPARTMENT OF SOCIAL SERVICES  
HUMAN RESOURCES ADMINISTRATION

BY: [Signature]  
TITLE: [Signature]  
DATE: 9/24/15

THE CITY OF NEW YORK  
ADMINISTRATION FOR CHILDREN'S SERVICES

BY: William Aletka  
TITLE: Deputy Commissioner  
DATE: 7/27/15




ACKNOWLEDGEMENTS:

STATE OF NEW YORK )

:SS:

COUNTY OF NEW YORK )

On this 24 day of September 2015, before me personally came  
Vincent J. Acco, to me known and known to me to be  
Acco of the HUMAN RESOURCES  
ADMINISTRATION/ DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK,  
the person described in and who is duly authorized to execute the foregoing instrument on behalf  
of the Commissioner, and he acknowledged to me that he executed the same for the purpose  
therein mentioned.

  
NOTARY PUBLIC  
SHARON JAMES-LEONCE  
Commissioner of Deeds  
City of New York No. 2-13026  
Certificate Filed in New York County  
Commission Expires May 01, 20 16

STATE OF )

:SS:

COUNTY OF NY )

On this 27<sup>th</sup> day of July 2015, before me personally came  
William Fletcher, to me known and known to me to be  
Dep Commissioner DCP of the ADMINISTRATION FOR  
CHILDREN'S SERVICES of the CITY OF NEW YORK, the person described in and who is  
duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he  
acknowledged to me that he executed the same for the purpose therein mentioned.

  
NOTARY PUBLIC

Alan Wayne Sputz  
NOTARY PUBLIC, State of New York  
No. 02SP6079260  
Qualified in New York County  
Commission Expires August 19, 20 18

25  
Sept 1990  
Hess

Cheryl Ann Jones  
10/1/90  
Hess

NOTARY PUBLIC, State of New York  
120 WEST 60th ST  
New York, New York 10019  
10/1/90