

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF NEW YORK DEPARTMENT OF HEALTH AND MENTAL HYGIENE
AND THE NEW YORK CITY ADMINISTRATION FOR CHILDREN'S SERVICES**

Family Assessment Program

MEMORANDUM OF AGREEMENT (“Agreement”) made by and between the New York City Department of Health and Mental Hygiene (“DOHMH”) having its principal office located at 42-09 28th Street, Long Island City, New York 11101 and the New York City Administration for Children’s Services (“ACS”) having its principal office located at 150 William Street, New York, NY 10038.

WHEREAS, DOHMH is a local Government Unit (“LGU”) as defined in Mental Hygiene Law, Section 41.01; and

WHEREAS, pursuant to Mental Hygiene Law, Section 41.07, DOHMH as the LGU may provide local or unified services and facilities directly or may contract for the provision of those services by other units of local or state government, by voluntary agencies, or by professionally qualified individuals; and

WHEREAS, ACS is responsible for the provision of child welfare services in the City of New York, including services for youth determined to be Persons In Need of Supervision (“PINS”); and

WHEREAS, ACS’s Family Assessment Program works to maintain families in the community and keep young people from unnecessarily entering the PINS system; and

WHEREAS, DOHMH has funding to support ACS’s Family Assessment Program for the provision of mental health related support services for children and families served by ACS; and

WHEREAS, ACS intends to use funding provided by DOHMH to hire two (2) fulltime mental health clinical consultants to work with ACS’s Family Assessment Program in borough offices serving the Bronx, Brooklyn, Queens and Manhattan/Staten Island; and

WHEREAS, the parties are willing and able to perform their respective duties and responsibilities as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be a three (3) year period from July 1, 2014 through June 30, 2017, unless terminated earlier pursuant to the terms of this Agreement.
2. **Scope of Services.** ACS shall hire two (2) fulltime mental health clinical consultants, and provide the mental health services and support services set forth in the Scope of Services, which is attached as Annex A and incorporated herein.
3. **Implementation of Continuous Quality Improvement (CQI) Projects.** ACS shall participate in CQI projects led by the DOHMH, Division of Mental Hygiene, Bureau of Mental Health for designated programs, unless exemption from CQI participation is noted in the scope of services attached herein as Annex A. CQI participation involves the collection, analysis and reporting of data to improve consumer outcomes.
4. **Maximum Reimbursable Amount.** The maximum reimbursable amount for the term of this Agreement shall not exceed \$600,000.00. The annual reimbursable amount for the services provided pursuant to this Agreement shall not exceed \$200,000.00 ("Annual Reimbursable Amount") in accordance with the budget summary set forth and summarized in Annex C, which is attached hereto and made a part of this Agreement and which shall be updated annually.
5. **Reimbursement and Schedule of Payment.** DOHMH shall make quarterly, reimbursable payments to ACS, based on documented expenses and as set forth in Annex C which is attached hereto and made a part of this Agreement. Total payments shall not exceed the annual reimbursable amount herein. ACS shall submit single quarterly claims for payment, reflecting documented expenses in accordance with the budget set forth in Annex B. At the request of either party, the parties may jointly review expenses and revenues and may make appropriate revisions to the quarterly payment schedule and reconcile payments already made at any time.
6. **Monitoring and Evaluation.** DOHMH shall be responsible for monitoring, auditing and evaluating the services provided pursuant to this Agreement. ACS shall submit to DOHMH quarterly reports as set forth in Annex A in a manner and format reasonably prescribed by DOHMH.
7. **Modification and Amendment.** This Agreement may be modified and/or amended, in writing, as mutually agreed upon by DOHMH and ACS.
8. **Reduction of Public Funds.** If, after the signing of this Agreement, the public funds anticipated to be available to DOHMH for any/all City fiscal years included in the term of this Agreement are reduced, but not eliminated, DOHMH shall notify ACS in writing within five (5) days of being notified of such reduction by the funding governmental agency. Upon thirty (30) days following the written notice, (i) the budget for this Agreement shall be reduced by the amount of the reduction of the

applicable public funds, unless DOHMH consents to a lesser reduction, and (ii) DOHMH shall submit a proposed revised budget and scope of services to ACS.

9. Termination.

This Agreement may be terminated:

(a) Without cause, by either party upon sixty (60) days written notice to the other party; or

(b) By DOHMH upon thirty (30) days written notice to ACS if the public funds anticipated to be available to DOHMH are eliminated

10. Program Termination. In the event a program is to be terminated, ACS will submit a program close-out plan and a proposed close-out budget to DOHMH thirty days prior to closing unless the program is terminated under Paragraph 9(a) of this Agreement. If DOHMH terminates a program under Paragraph 9(b) of this Agreement, ACS will submit a program close-out plan and a proposed close-out budget to DOHMH fifteen days prior to closing.

11. Retention of Records. ACS shall retain all books, records and other documents relevant to this Agreement for a period of six (6) years after the final payment or termination of this Agreement, whichever is later. In accordance with applicable law, any Federal, State or City auditors and any person duly authorized by DOHMH shall have full access to, and the right to examine, any books, records and documents that are necessary to certify the nature and extent of costs associated with the program. The requirements under this paragraph will survive the termination of this Agreement.

12. Confidentiality of Records. ACS and DOHMH agree to hold all individually identifiable information obtained, learned or developed under, or in connection with, this Agreement confidential in accordance with applicable federal, state, and local laws, rules and regulations. DOHMH agrees to instruct all personnel, staff and agents performing work under this Agreement of the foregoing confidentiality obligations. The provisions of this Section shall remain in full force and effect both during and after the completion or termination of this Agreement.

13. Licensure. Wherever applicable, each ACS facility that provides services under this Agreement shall maintain a current New York State Office of Mental Health operating certificate.

14. Utilization Management. At the option and request of DOHMH, ACS shall implement utilization management procedures in accordance with the directive of DOHMH, in order to ensure that consumers' eligibility for the services of these programs is periodically reviewed and that consumers no longer needing the same level of service in a specific program are discharged from that program and appropriately referred for further care as clinically indicated.

15. Conflict of Interest. ACS represents and warrants that it is bound by all of the conditions and requirements of Chapter 68 of the NYC Charter in its performance of the terms under this Agreement.

16. Subcontracting.

ACS agrees not to enter into any subcontract(s) for the performance of its obligations, in whole or in part, under this Agreement without the prior written approval of the Department. Two copies of any proposed subcontract(s) shall be submitted to DOHMH with ACS's written request for approval. All such subcontract(s) shall contain provisions specifying: i) that the work performed by the subcontractor must be in accordance with the terms of this Agreement between DOHMH and ACS; ii) that nothing contained in such agreement shall impair the rights of DOHMH; iii) that nothing contained in such agreement, or under this Agreement between DOHMH and ACS, shall create any contractual relation between the subcontractor(s) and DOHMH; and iv) that the subcontractor(s) specifically agree(s) to be bound by the confidentiality provision set forth in the Agreement between the DOHMH and ACS.

ACS understands that it is fully responsible to DOHMH for the acts and omissions of the subcontractor(s) and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it. In addition, ACS understands it shall not in any way be relieved of any responsibility under the contractual agreement by any subcontract(s).

17. Notices.

All notices and requests under this Agreement by either party shall be in writing and directed to the address of the parties as follows:

Notices to ACS shall be mailed to:

New York City
Administration for Children's Services
Division of Youth and Family Justice
150 William Street, 7-H7
New York, NY 10038
Attention: Patricia H. Williams
Executive Director
Family Assessment Program
212-676-2079
patricia.williams@acs.nyc.gov

Notices to DOHMH shall be mailed to:

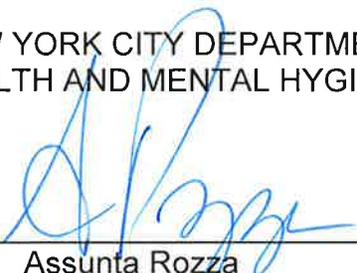
New York City Department of Health
and Mental Hygiene
Division of Mental Hygiene
42-09 28th Street,
Long Island City, NY 11101
Attention: Lily Tom
Assistant Commissioner
Bureau of Children, Youth and Families
347-396-7070
lmtom@health.nyc.gov

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE

Date: 4/9/2015

By: 
Assunta Rozza
Deputy Commissioner for the
Division of Finance

NEW YORK CITY ADMINISTRATION FOR
CHILDREN'S SERVICES

Date:

By:  5/2/15
Courtney LeBorcius
Executive Budget Director
ACS Division of Financial Services

Date:

4/17/2015

By: 
Felipe Franco,
Deputy Commissioner
ACS Division of Youth and
Family Justice

**ANNEX A
SCOPE OF WORK**

Provider Name:	NYC Administration for Children's Services																										
Contract Number:	816-1517-4502.A01																										
Contract Term:	7/1/2014 - 6/30/2017																										
Scope Effective Dates:	7/1/2014 - 6/30/2017																										
Program Unit Site Name:	Family Assessment																										
Program Unit Site Primary Key:	23335																										
Program Code:	1760																										
Bureau:	Bureau of Children, Youth, and Families																										
Type of Unit:	Human Service																										
Address Where Clients Will Be Served	345 Adams Street 8th Floor Brooklyn, 11201																										
Days & Hours of Operations:	<input type="checkbox"/> Open 24/7 <table border="0"> <thead> <tr> <th style="text-align: left;">Day</th> <th style="text-align: left;">Opens</th> <th style="text-align: left;">Closes</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> Monday</td> <td>09:00 AM</td> <td>05:00 PM</td> </tr> <tr> <td><input checked="" type="checkbox"/> Tuesday</td> <td>09:00 AM</td> <td>05:00 PM</td> </tr> <tr> <td><input checked="" type="checkbox"/> Wednesday</td> <td>09:00 AM</td> <td>05:00 PM</td> </tr> <tr> <td><input checked="" type="checkbox"/> Thursday</td> <td>09:00 AM</td> <td>05:00 PM</td> </tr> <tr> <td><input checked="" type="checkbox"/> Friday</td> <td>09:00 AM</td> <td>05:00 PM</td> </tr> <tr> <td><input type="checkbox"/> Saturday</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Sunday</td> <td></td> <td></td> </tr> </tbody> </table>			Day	Opens	Closes	<input checked="" type="checkbox"/> Monday	09:00 AM	05:00 PM	<input checked="" type="checkbox"/> Tuesday	09:00 AM	05:00 PM	<input checked="" type="checkbox"/> Wednesday	09:00 AM	05:00 PM	<input checked="" type="checkbox"/> Thursday	09:00 AM	05:00 PM	<input checked="" type="checkbox"/> Friday	09:00 AM	05:00 PM	<input type="checkbox"/> Saturday			<input type="checkbox"/> Sunday		
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<input type="checkbox"/> Sunday																											
Community Districts Served:	Bronx	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input checked="" type="checkbox"/> All																									

Brooklyn	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> 8
	<input type="checkbox"/> 9	<input type="checkbox"/> 10	<input type="checkbox"/> 11	<input type="checkbox"/> 12
	<input type="checkbox"/> 13	<input type="checkbox"/> 14	<input type="checkbox"/> 15	<input type="checkbox"/> 16
	<input type="checkbox"/> 17	<input type="checkbox"/> 18	<input checked="" type="checkbox"/> All	
Manhattan	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> 8
	<input type="checkbox"/> 9	<input type="checkbox"/> 10	<input type="checkbox"/> 11	<input type="checkbox"/> 12
	<input checked="" type="checkbox"/> All			
Queens	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4
	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> 8
	<input type="checkbox"/> 9	<input type="checkbox"/> 10	<input type="checkbox"/> 11	<input type="checkbox"/> 12
	<input type="checkbox"/> 13	<input type="checkbox"/> 14	<input checked="" type="checkbox"/> All	
Staten Island	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> All

Program Description:	<p><u>I. Background</u></p> <p>ACS's Family Assessment Program (FAP) provides support services for families in crisis in each of the five boroughs. FAP employs a strength based approach to assess and support youth and family needs in order to maintain families in the community, and divert out-of-home placement through Family Court under the Person in Need of Supervision (PINS) process.</p> <p>FAP services are organized along a continuum of increasingly intense levels of intervention and duration. In order to make a preliminary determination of a family's needs, a Child and Family Specialist (CFS) from the borough office will administer a short standardized screening tool/questionnaire to the family. When the results of the screening tool indicate it is appropriate, the CFS will complete a full assessment and link the family to an appropriate level of intervention.</p> <p>Families with mental health and substance abuse issues represent a substantial percentage of FAP borough office caseloads. FAP borough offices do not have access to mental health expertise to meet the needs of these families. Clinical Consultants would provide assistance and support to FAP staff that would enhance linkage to programs and services to match the needs of the youth and their families.</p> <p><u>II. Target Population</u></p> <p>FAP serves children between the ages of 11 and 18, whose behavior places them at risk of foster care or other out-of-home placement. Families present with a range of concerns that may include mental health, substance abuse,</p>
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truancy and gang involvement.

III. Goals and Objectives:

Through the use of Clinical Consultants, the parties seek to:

- A. Reduce inappropriate utilization of emergency rooms for psychiatric causes and reducing petitions for mental health warrants.
- B. Improve linkage to mental health and substance abuse services.
- C. Increase the ability of FAP staff to address mental health and substance abuse issues in service plans in culturally and linguistically sensitive manner that incorporates strength-based, family-driven and youth-guided care.

IV. Service Modalities and Activities

A. Consultation and referral:

- 1. Clinical Consultants shall consult with FAP staff to identify and link to appropriate mental health and substance abuse resources that fall outside of the ACS FAP service continuum.
- 2. Clinical Consultants shall consult with FAP staff for triage assistance, guidance, and support.
- 3. Clinical Consultants shall consult with FAP Program Director and Borough Directors to analyze samples of completed screening and assessment tools to assist the FAP in identifying areas of strengths and weaknesses.
- 4. Clinical Consultants shall maintain regular communication with FAP Program Director and Borough Directors
- 5. Clinical Consultants shall maintain an up-to-date roster of mental health and substance abuse resources and services that meet cultural needs and preferences of youth and their families.

B. Training:

At a minimum, Clinical Consultants will conduct training for FAP staff quarterly, which will be tailored to the needs of individual borough offices. Training topics will include, but are not limited to:

- 1. Implications of familial mental illness and substance abuse, trauma, domestic violence, abuse/neglect on families and children;
- 2. Presentation and treatment of child/adolescent mental health and substance abuse disorders;
- 3. Presentation and treatment of adult mental health and substance abuse disorders;
- 4. Other areas, as needed.

IV. Oversight

A. FAP Program Director and Borough Directors shall:

- 1. Provide the leadership and administrative support for integrating the

	<p>Clinical Consultants into the FAP;</p> <ol style="list-style-type: none"> 2. Train the Consultants in FAP mission, vision, business process and in the different intervention levels available in the FAP. 3. Promote collaboration between the Clinical Consultants and FAP staff. 4. Assist with the day-to-day operation of the clinical consultants. <p>B. Borough Directors will track the FAP staff's use of the clinical consultants.</p> <p>C. FAP Program Director will directly supervise the Clinical Consultants</p> <p><u>V. Staffing</u></p> <p>A. Clinical Consultants must satisfy the following Qualifications:</p> <ol style="list-style-type: none"> 1. Masters degree in social work, LMSW or LCSW preferred; 2. Minimum of three years experience in a clinical supervisory role 3. Extensive knowledge of mental health in youth and families and substance abuse treatment. 4. Knowledge and experience working with diverse cultures and ethnicities. <p>B. ACS will station a Clinical Consultant at the FAP borough offices Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m. as set forth below.</p> <p>NOTE: On Fridays, which are administrative days, both consultants shall report to 150 William Street, New York, NY 10038.</p> <p><u>VII. Outcomes</u></p> <p>A. ACS shall seek to ensure that eighty five percent (85%) of children/adolescents/families referred for mental health/substance abuse services attend at least one clinic appointment each fiscal year.</p> <p>B. ACS shall measure the number of PINS petitions, PINS warrants, and mental health/behavioral emergency room visits during the first year (Baseline) of the Agreement and establish lower target numbers based on those Baseline numbers for the second and third years of the Agreement</p> <p>C. ACS shall administer surveys each fiscal year to assess FAP staff satisfaction with consultant training, and perception of improvements in identifying and establishing linkage to mental health/substance abuse services</p> <p><u>VIII. Reporting requirements</u></p> <p>A. The FAP Program Director shall submit quarterly reports that provide per borough and summary data. Quarterly reports will be submitted on or before the 20th of the first month of the following quarter as</p>
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	<p>follows:</p> <p>Q1 (October-December): January 20th</p> <p>Q2 (January-March): April 20th</p> <p>Q3 (April-June): July 20th</p> <p>Q4 (July-September): October 20th</p> <p>B. Reports will include but are not limited to data that reflect:</p> <ol style="list-style-type: none"> 1. Total number of FAP consultations Clinical Consultants; 2. Total number of children/families served; 3. Total number and percentage of children/families referred for Mental Health/Substance Abuse services; 4. Total number and percentage of referred children/families who are linked to services; 5. Total number of PINS petitions, PINS warrants, and mental health/emergency room visits; 6. Total number of training sessions conducted by Clinical Consultants; 7. Total number of FAP staff attending training sessions; 8. Annual staff satisfaction survey results.
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Number of Unduplicated Clients Served in the Fiscal Year:	FY2015	FY2016	FY2017		
	NA	NA	NA		
Levels of Service: Visits	FY2015	FY2016	FY2017		
	NA	NA	NA		
Target Population:	<p>FAP serves children between the ages of 11 and 18, whose behavior places them at risk of foster care or other out-of-home placement. Families present with a range of concerns that may include mental health, substance abuse, truancy and gang involvement.</p>				
Program Capacity:	FY2015	FY2016	FY2017		
	NA	NA	NA		

Contract Budget Summary

NYC Administration for Children's Services

Fiscal Year 2015, Contract 4502, Action A01

Contract Term:	Jul 1 2014--Jun 30 2017
Contract Action:	816-1517-4502.A01 FY15 MOU
Address:	, NY
Phone Number:	
Executive Director:	Mr. Ronald E. Richter

Program Unit Site	Program	Unit	FY 2015	FY 2016	FY 2017	Total by Site
Family Assessment (PK	1760		\$200,000	\$200,000	\$200,000	\$600,000
Total by Year			\$200,000	\$200,000	\$200,000	\$600,000

Provider	NYC Administration for	Contract Analyst	Telma Alvarado (talvarad)
Program Unit Site	Family Assessment (PK	Program Consultant	Sarita Persaud (spersaud1)
Contract	4502	Disability	MH
Term	Jul 1 2014--Jun 30 2017	Facility Code	
Contract Action		Unit Code	
Program Type	1760-Advocacy Services	Site Code	

ITEM DESCRIPTION	2015		2016		2017		Total
	FTE	Amount	FTE	Amount	FTE	Amount	
Personal Services							
342 Clinical Coordinator (Does	1.00	70,810	1.00	70,810	1.00	70,810	212,430
342 Clinical Coordinator (Does	1.00	70,810	1.00	70,810	1.00	70,810	212,430
Total Personal Services	2.00	141,620	2.00	141,620	2.00	141,620	424,860
Fringe Benefits		67,977		67,977		67,977	203,931
Fringe Benefits Percentage		48.00%		48.00%		48.00%	48.00%
Other than Personal Services							
Supplies and Materials		0		0		0	0
Travel		0		0		0	0
Occupancy		0		0		0	0
Consultants		0		0		0	0
Sub-Contractors		0		0		0	0
Other		0		0		0	0
Total OTPS		0		0		0	0
Equipment Purchases over		0		0		0	0
Agency Administration		0		0		0	0
Agency Administration Percentage		0%		0%		0%	0%
Gross Expenses	2.00	\$209,597	2.00	\$209,597	2.00	\$209,597	\$628,791
Accrual		9,597		9,597		9,597	28,791
Revenue							
COPS		0		0		0	0
DSH		0		0		0	0
Other		0		0		0	0
Total Revenue		0		0		0	0
CSP		0		0		0	0
Agency Contribution		0		0		0	0
Total Net Deficit Funding	2.00	\$200,000	2.00	\$200,000	2.00	\$200,000	\$600,000