

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NEW YORK CITY ADMINISTRATION FOR CHILDREN'S SERVICES AND
THE NEW YORK CITY DEPARTMENT OF HOMELESS SERVICES**

This Memorandum of Understanding ("MOU"), dated March 21, 2017 ("Effective Date"), is between the City of New York ("City"), acting by and through the New York City Administration for Children's Services ("ACS") located at 150 William Street, New York, New York 10038, and the New York City Department of Homeless Services ("DHS") located at 33 Beaver Street, New York, New York 10004.

WHEREAS, ACS is the City agency charged with the responsibility for the administration of all child welfare services in the City, including preventive 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, ACS and DHS wish to communicate and share information about ACS-involved Families with children applying for or residing in shelters to enhance coordination of service planning; and

WHEREAS, the purpose of this MOU is to develop a procedure for document and/or information sharing between DHS and ACS that will enhance communication and service coordination at various points in an ACS-involved Family's (as defined herein) shelter case, from the point of application to exit from shelter. This MOU will assist DHS 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; and assist both ACS and DHS exchange and receive relevant information about status changes and activities that impact service planning.

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

ARTICLE I – TERM

A. This MOU shall remain in full force and effect from the Effective Date for a period of three (3) years and can be renewed for three (3) years.

B. This MOU may be terminated by either party, in whole or in part, without cause upon thirty (30) days written notice.

ARTICLE II – DEFINITIONS OF TERMS

A. ACS-involved Family(ies): families with active child welfare cases including child

protection, preventive or foster care services. With respect to this MOU, ACS-involved Families shall not include 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, Division of Youth and Family Justice respite care services, or Family Assessment Program services.

- B. Child Welfare Workers: ACS Child Protective Specialists, ACS Preventive or Foster Care Agency case planners.
- C. DHS Shelter Provider: Any operator of shelter facilities for DHS.
- D. DHS Shelter Staff: Any staff employed by the DHS Shelter Provider.
- E. DHS Staff: Any staff employed by DHS.
- F. Parole: In a child protective case, the status of a child/children who is/are in the care and custody of a non-respondent parent, other relative, or other suitable person.
- G. Reunification: The process by which an ACS-involved Family reunites with a child/children who is/are either on trial or final discharge from foster care.

ARTICLE III – PATH INTAKE AND PLACEMENTS

- A. ACS-involved Families seeking shelter must apply for temporary housing assistance at PATH, provided, however, that ACS and DHS will work together to avert the need to seek shelter whenever possible.
- B. In some instances, Child Welfare Workers may accompany ACS-involved Families to PATH to assist such 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 supporting documentation related to such family's housing history ("Housing Documentation") to PATH.
 - 1. DHS shall not require ACS-involved Families to bring children to PATH when a Reunification is scheduled to occur, when families are reapplying for shelter after less than a thirty (30) day break from shelter, or on the day following an overnight placement.
- C. ACS shall have Child Protective Specialists ("CPS") work onsite at PATH ("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 shelter services, to the extent ACS is aware of such 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 (FAR) case information shall not be disclosed. The Child Welfare Worker shall also provide the PATH CPS with the ACS-involved Family’s Housing Documentation. 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 DHS 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 shelter services. The PATH Intake Worker may determine that the ACS-involved Family is eligible for temporary conditional placement while DHS determines the 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. If there is any outstanding information needed from an ACS-involved Family during the family’s Conditional Placement in order for DHS to make an informed decision about shelter eligibility or placement, prior to finalizing an eligibility determination, DHS shall contact ACS, or the Preventive or Foster Care Agency to seek such information. ACS, or the Preventive or Foster Care Agency, shall have two (2) business days to provide such information before DHS issues its determination. ACS, or the Preventive or Foster Care Agency, 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 V below.
3. DHS shall provide priority placement to ACS-involved Families for DHS Family Tier II Shelters (“Tier II Shelters”), if available. Tier II Shelters offer various social services to shelter residents. At PATH, DHS shall refer all ACS-involved Families who report, or for whom ACS reports, a history of domestic violence for an assessment by the Human Resources Administration (HRA) No Violence Again (“NoVA”) program. Children are not required to travel with their parent or guardian to PATH for NoVA assessment meetings.

E. Status Changes. In addition to the data match described in Article V, 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 preventive services program to intensive preventive 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 new 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 (1) any changes in family composition; and, (2) 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 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 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. The Child Welfare Worker shall secure a signed HIPAA consent as applicable.

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 12 month Permanency Conference and 30-45 day Permanency Planning Conference.
 - vii. Service Termination Conferences

G. Other Services for ACS-involved Families

1. Safe Sleep Program. DHS shall direct their DHS Shelter Providers to provide ACS-involved Families who have children one (1) year old or younger and/or have child(ren) who are medically fragile with a crib, and with Safe Sleep materials and instruction upon Conditional and Transitional Placement. All cribs

provided to ACS-involved Families shall also include Safe Sleep instructions. DHS shall direct their DHS Shelter Providers to 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. Early Care and Education Services. The ACS Division of Early Care and Education (ECE) will work with DHS and DHS Shelter Providers to provide ACS-involved Families with access to subsidized child care services. Focus will be on promoting informed parental choice emphasizing the importance of high-quality education and facilitating enrollment at EarlyLearn NYC programs located in proximity to the shelters.
 - a. DHS Shelter Providers shall provide ACS-involved Families with children from six (6) weeks through four (4) years of age with information on how to access quality early child care and education services through EarlyLearn NYC programs. Interested ACS-involved Families will also receive facilitated enrollment in EarlyLearn NYC programs.
 - b. ACS shall provide literature, which DHS shall distribute to ACS-involved Families at PATH, outlining the necessary supporting documents parents and/or caretakers are required to submit for enrollment in an EarlyLearn NYC program.

ARTICLE IV – 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. ACS shall not disclose whether a PATH Applicant has any unfounded or Family Assessment Response cases.

B. DHS and ACS shall determine appropriate levels of ACS access to the DHS system of record to accomplish the goals of this MOU.

C. During an ACS-involved Family's Conditional and Transitional Placement, the following information may be shared by ACS and ACS-Contracted Preventive and Foster Care 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 Parole.
 - a. Names, dates of birth, and gender of children involved in the Reunification or Parole.
 - b. Names and dates of birth of the parent(s)/guardian(s) involved in the Reunification or Parole.
 - 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 Parole.
 - 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 housing assistance at PATH, and if so, on what date and by what court.
 - 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 prioritized for ACS and DHS to have a case conference. 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;
 - 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.
12. 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 preventive services program to a general preventive services program).

13. Discharge of a youth from a juvenile justice placement who may need to be added to the ACS-involved Family's household composition.
14. Change in Court Orders which regulate the behavior of ACS-involved Family members.
15. Change in the ACS-involved Family's household composition as a result of a removal of a child.
16. Service plans and social services as provided by ACS and/or ACS Contracted Preventive and Foster Care Providers. For substance use treatment, mental health treatment, or any services related to a family member's HIV/AIDS status, DHS or the DHS Shelter Staff shall secure a HIPAA consent, as well as consent of the youth, if the youth consented to the treatment.

D. 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 Preventive and Foster Care 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 treatment, substance use treatment, mental health treatment, or child care services. For substance use treatment, mental health treatment, or any services related to a family member's HIV/AIDS status, ACS or ACS Contracted Preventive and Foster Care Providers shall secure a HIPAA consent, as well as consent of the youth, if the youth consented to the treatment.
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 a family from a DHS shelter, a 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 or back to PATH.
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. With respect to ACS-involved Family with an infant under the age of one (1) year 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.

ARTICLE V - 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 CARES cases, 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 if agreed to by the parties.

B. The DHS Data File shall be transmitted via secure electronic means. Data shall be encrypted while in transmission to ACS and while at rest at ACS, 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 preventive 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 by if agreed to by the parties.

D. The agencies shall not use the Data Files for any purpose other than those contemplated by this MOU.

E. Data Confidentiality

1. Without a written agreement between the two (2) parties, the data of the originating Party may not be shared except as otherwise permitted or required by law.
2. ACS and DHS 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 either 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 promptly.
4. The parties agree that Section E shall remain in full force and effect following termination of this MOU.

ARTICLE VI – CONFIDENTIALITY

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, the other party under this MOU (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 other 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 VI(B)**, the Parties shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data.

B. **Notice of Breach.** DHS and ACS shall provide notice to the other party within three (3) days of the discovery of any breach of security, 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 or ACS that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“**Personal Identifying Information**”), where such breach of security arises out of the acts or omissions of DHS or ACS or its employees, subcontractors, or agents. Upon the discovery of such security breach, DHS or ACS shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the other Party of such steps. DHS shall report unauthorized access or disclosure of Confidential Information to the New York State Office of Children and Family Services Information Security Officer at acceptable.use@ocfs.state.ny.us.

C. **Restriction of Access.** DHS and ACS shall restrict access to Confidential Information to persons who have a legitimate work related purpose to access such information. Both 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. Press Statements. If either 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, DHS or ACS shall notify the other party 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. Neither 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 party.

E. 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 and the Scopes of Services.

F. 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 either 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 owner (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.

G. Material Breach. A breach of this Article VI shall constitute a material breach of this MOU for which either party may terminate this MOU immediately without providing an opportunity to cure any noted default.

ARTICLE VII – 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.

ARTICLE VIII – COMPLIANCE WITH LAW

A. 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.

B. **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.

ARTICLE IX – MISCELLANEOUS

A. **Modification.** This MOU may only be modified through the mutual written agreement of the parties.

B. **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.

C. **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.

D. **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: Doreen Howe, Associate Commissioner, Transitional Family Services

TO NYC ACS
150 William Street, 11th Floor
New York, New York 10038
Attn: Beverly James, Associate Commissioner, Child Welfare Programs

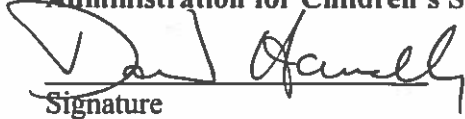
E. **Merger; Entire Agreement.** This written MOU contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject

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 IX(A).

[Signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed this MOU on the date first written above.

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


Signature

David Hanson
Printed Name

Commissioner
Title

3/21/17
Date

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


Signature

Steven Banks
Printed Name

Commissioner
Title

3/17/17
Date

Attachment A

Data files and Data Elements to be provided by DHS

File 1: Active DHS clients

File name: DHS_CARES_ACS_ODS_YYYYMMDDHHMISS.csv

Frequency: Monday to Sunday, generated at 1:30am

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 2 prior to entering shelter. Only provided for shelter case types.
12	Prior Residence Address City	Client's address City prior to entering shelter. Only provided for shelter case types.
13	Prior Residence Address State	Client's address State prior to entering shelter. Only provided for shelter case types.
14	Prior Residence Address Zip Code	Client's address Zip Code prior to entering shelter. Only provided for shelter case types.
15	Shelter Code	Shelter code where the client was/is residing
16	Shelter Name	Name of the shelter where the client was/is residing
17	Shelter Street Address	Shelter's street address number and name. This is the main address of the shelter and not necessarily the specific address of where a client is sheltered.
18	Shelter Address City	Shelter's City; main address.
19	Shelter Address State	Shelter's State; main address.
20	Shelter Address Zip Code	Shelter's Zip Code; main address.
21	Move Out Street Address	The street address number and name where the client is residing after leaving the shelter. Provided for Sheltering and Safe Haven cases.
22	Move Out Address City	The City where the client is residing after leaving the shelter
23	Move Out Address State	The State where the client is residing after leaving the shelter

No.	Data Element	Description
24	Move Out Address Zip Code	The Zip Code where the client is residing after leaving the shelter
25	Case Number	The case tracking number under which sheltering is provisioned.
26	Case Type *	The type of case and associated services provided to a client.
27	Adults	The number of adults on a case. Adult is client 18 and over.
28	Children	The number of children on a case. Child is client under 18.
29	Head of Case Last Name	Last name of person on case designated as Head of Case.
30	Head of Case First Name	First name of person on case designated as Head of Case.
31	Provider Name	The sheltering services provider responsible for the case. This may be DHS or a contracted for- or non-profit organization that provides sheltering. Providers are only listed for Sheltering case types.
32	Unit Number	The housing unit to which the client is assigned. Reported for Sheltering and Safe Haven case types.
33	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.
34	First Time Stayer	No/Yes. Indicates if this is the first shelter stay for a client.
35	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.)
36	Children Under Two	Y/N; Indicator of whether client is a child under 2 years of age.
37	Head of Case	Y/N; Indicator of whether client is designated as the Head of Case.
38	Length of Stay All Visits	The cumulative duration of all client stays in shelter.
39	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.
40	Shelter Borough	The borough of the main shelter address.
Fields below are to be added to interface following the effective date of the MOU.		
41	Case Start Date	Date THA created.
42	Facility Type	The facility type as defined in CARES. Would indicate Tier II, Cluster, Family Hotel, Veterans Short Term, etc.
43	Shelter Building Name	Compartment Name of Shelter Building. The commercial hotel name is included in this name for buildings that are commercial hotels.

No.	Data Element	Description
44	Shelter Building Street Addr	Street # and name of Shelter Building; where client is housed.
45	Shelter Building City	City of Shelter Building; where client is actually housed.
46	Shelter Building Boro	Borough of Shelter Building; where client is actually housed.
47	Shelter Building State	State of Shelter Building; where client is actually housed.
48	Shelter Building Zip	Zip of Shelter Building; where client is actually housed.
49	Placement Start Date	Start date of current unit/bed placement.
50	Placement End Date	End date of most recent unit/bed placement.
51	EXIT CODE	CARES code value for exit reason from shelter.
52	EXIT REASON	Title of exit reason.
53	EXIT DATE	Exit date.
54	BORO	Boro of address to which client has exited.
55	MOVE OUT FLAG	M = Move out
56	DOB HEAD OF CASE	Data of birth of Head of Case.
57	COMMERCIAL HOTEL INDICATOR	Indicator that shelter unit is in a commercial hotel.

* 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.

File 2: DHS Move Out

File name: **DHSMOVEOUT_ACS_20170316143933.TXT**

Frequency: **Monday to Friday, generated at 3am**

Target Pop: **All ACS-DHS clients moving out of shelter**

	Data Element	Description	Notes
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	Notes
1	ACS Office Name	ACS Office Name	
2	Case Name	ACS Case Name	
3	Facility ID	ACS Facility Identifier	
4	Person ID	ACS Client Identifier	
5	Stage ID		
6	Case ID	ACS Client Case ID	
7	Person Role	ACS Client Role	
8	Date Stage Start	ACS Stage Start Date	
9	Date Stage Closed	ACS Stage Closed Date	
10	Reason Closed	Decode for State closing reason	
11	Date Inv Completed	Date Investigation Completed	
12	Overall Disposition	Overall Client Disposition	
13	Case Worker Role	ACS Case Worker Role	
14	Case Worker Name	ACS Case Worker Name	
15	Case Worker Phone	ACS Case Worker Phone Number	
16	CONN SSN	ACS SSN from Connections, if exist	
17	Case Number	ACS Case Number	
18	Case Address	ACS Case Address	
19	CIN	ACS Child CIN Number	
20	Child Status	ACS Child Situation Status	
21	POS Service Type	Service Names	
22	Service Provider Agency	Provider Agency	

	Data Element	Description	Notes
23	NM Resource Name	Resource Name	
24	NM Employee Last Name	Employee Last Name	
25	NM Employee First Name	Employee First Name	