

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

This Memorandum of Understanding (MOU), dated as of this 5th day of ^{August} ~~July~~ 2010, is made and entered into by the **New York City Administration for Children's Services (ACS)**, with offices at 150 William Street, New York, NY 10038 and the **New York City Department of Correction (DOC)**, with offices at 75-20 Astoria Boulevard, East Elmhurst, New York 11370;

Whereas, DOC is the City agency with primary responsibility for the care and custody of individuals housed at its facilities;

Whereas, ACS is the City agency charged with the responsibility for the administration of all child welfare services in the City including foster care services;

Whereas, the purpose of this MOU is to help: 1) identify youths, aged 16-21 years, who are in foster care, but are currently in the custody of DOC ("Incarcerated Youths"); 2) increase communication, facilitate visits and maximize services between ACS-contracted foster care caseworkers and Incarcerated Youths; 3) reduce recidivism rates among Incarcerated Youths; and 4) transition Incarcerated Youths from DOC's custody to foster care, independent living, or re-unification with their families;

Whereas, ACS and DOC wish to act in a spirit of mutual cooperation and strengthen their efforts to ensure that Youths in foster care, who are currently in DOC's custody, receive adequate foster care services and assistance while in custody and upon discharge;

Whereas, ACS contracts with private foster care service providers for the care of youths in foster care and this responsibility includes an obligation to ensure that Incarcerated Youths in foster care receive appropriate services, including, but not limited to mandated visits from the Incarcerated Youths' case workers while the Incarcerated Youths are in DOC's custody;

Whereas, sharing case specific information between ACS and DOC will facilitate the ability of foster care service providers to continue services for Incarcerated Youths while they are in DOC's care and allow for ACS and its foster care providers to prepare an appropriate discharge plan for each Incarcerated Youth once he/she is released from DOC's custody;

Now, therefore, in consideration of the mutual understanding and goals of the parties the parties agree to the following:

1. DOC will provide ACS with specific information concerning all newly admitted Incarcerated Youth, aged 16 through 21 years (inclusive) in DOC's custody. This information will include the following: name, gender, date of birth, last 4 digits of the Incarcerated Youth's social security (if available) and the facility in which the Incarcerated Youth is housed at DOC. DOC's Population Research Office will relay this information to ACS every other Monday,

beginning on August 30, 2010. The first report will contain all Incarcerated Youths ages 16 through 21 years, in DOC's custody as of August 30, 2010. All additional reports will include all Incarcerated Youths ages 16 through 21 years, who have entered DOC's custody since the last report provided by DOC. This information will be transmitted via secure electronic means. ACS and DOC will develop a mechanism concerning the electronic transfer of this information that ensures confidential information is protected as required by all applicable laws.

2. ACS will review the specific information provided by DOC and inform DOC if any of the Incarcerated Youths have an open ACS case and are receiving services from an ACS-contracted foster care provider. ACS will transmit this information to DOC via secure electronic means every other Thursday, beginning on September 2, 2010. In addition, for each match identified, ACS will: (1) inform DOC of the name of the Incarcerated Youth's ACS-contracted foster care provider and contact information and the name and contact information of the case worker assigned to the Incarcerated Youth's case; (2) inform DOC of the name of the ACS assigned staff overseeing the ACS-contracted foster care provider; and (3) inform the Incarcerated Youth's foster care provider and case worker of the DOC facility in which the Incarcerated Youth is housed.

3. DOC and ACS staff will work together whenever appropriate to resolve matters related to the efficient and timely delivery of information and interagency coordination. Specifically, ACS and/or DOC will work with ACS-contracted foster care providers to ensure that ACS-contracted foster care providers' ability to continue services to Incarcerated Youths are not ended or suspended while Incarcerated Youths are in DOC's custody.

4. The visits between ACS-contracted foster care providers and Incarcerated Youths shall be treated in the same manner that ACS foster care visits are currently treated under ACS' Children of Incarcerated Parents Program and outlined in DOC's Operation Order 10/02. ACS shall inform ACS-contracted foster care providers that they should contact the ACS Children of Incarcerated Parents Program to schedule visits with Incarcerated Youths.

5. Routine quantitative analyses may be conducted on the matched data by ACS to help support and inform practice surrounding the processes targeted by this MOU by identifying trends and characteristics of youths who experience both systems.

6. Confidentiality:

A. DOC will not share any data, reports or the results of any data analyses performed pursuant to or resulting from this MOU, except with ACS-contracted foster care providers, unless it obtains the written permission of ACS, or is otherwise required by law to disclose the data, reports or the results of the data analyses.

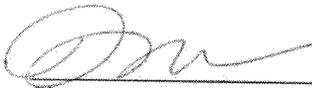
B. ACS will not share any data, reports or the results of any data analyses performed pursuant to or resulting from this MOU, except with ACS-contracted foster care providers, unless it obtains the written permission of DOC, or is otherwise required by law to disclose the data, reports or the results of the data analyses.

C. Any case information received by ACS from DOC must be retained under the same conditions of confidentiality that apply to DOC. In a like manner, any case information received by DOC from ACS must be retained under the same conditions of confidentiality that apply to ACS. Any agency providing or disclosing any information shall be referred to herein as "Discloser" and any agency receiving any information from another agency shall be referred to herein as "Recipient." All information obtained, learned, or developed from any Discloser by any Recipient shall be held confidential pursuant to provisions applicable to Discloser under New York State Law, Federal Law, and any applicable regulations promulgated thereunder and shall not be disclosed to any persons or agencies except as authorized by law. Moreover, all parties understand that the unauthorized release of confidential information is a class A misdemeanor. The provisions of this Article shall remain in full force and effect following the termination of this MOU.

7. This MOU constitutes the entire understanding between DOC and ACS regarding the data collection, data analyses, data use, and data reporting and personally identifying contact and information disclosure to be performed pursuant to this MOU, and may be altered, amended or modified only by an instrument in writing signed by both parties.

8. This MOU shall remain in full force and effect immediately from the date of execution for three (3) years and may be renewed by the signatories or their designees.

8. This MOU may be terminated upon thirty (30) days written notice by either party or immediately by mutual written consent of the parties.



Signature ACS

Dawn Saffayeh, ^{Acting Deputy} Commissioner
Print Name, Title

8/23/10

Date



Signature DOC

ROBERT T. MARUCA Deputy Commissioner
Print Name, Title

8/5/10

Date