



Memorandum of Understanding

Between

Department of Health & Mental Hygiene

And

Administration for Children's Services

For

The Mental Health Coordination Unit

Term: 7/1/11-6/30/14

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

This INTRA-CITY AGREEMENT ("Agreement") dated this 1st day of July 2011 is made by and between the New York City Department of Health and Mental Hygiene ("DOHMH") located at 42-09 28th Street, 19th Floor – CN #23, Long Island City, NY 11101 and the New York City Administration for Children's Services ("ACS") located at 150 William Street, New York, NY 10038.

WITNESSETH

WHEREAS, ACS is responsible for the provision of child welfare services in the City of New York, including mental health services for youth served by ACS contracted foster care providers and psychiatric inpatient units; and

WHEREAS, DOHMH is New York City's public health agency; and

WHEREAS, ACS's Mental Health Coordination Unit provides guidance to foster care providers on clinical assessment, engagement, and identifying treatment programs to meet the needs of foster children with significant mental health challenges; and

WHEREAS, DOHMH has funding to support ACS's Mental Health Coordination Unit for the provision of mental health related support services for children in foster care with mental health challenges; and

WHEREAS, ACS intends to use funding provided by DOHMH to hire two (2) mental health coordinators to serve as a resource for ACS's Mental Health Coordination Unit in addition to contracted foster care providers; 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. The term of this Agreement shall be a three (3) year period from July 1, 2011 through June 30, 2014, unless terminated earlier pursuant to the terms of this Agreement.
2. ACS shall hire two (2) mental health coordinators, and provide the mental health related services set forth in the Scope of Services, which is attached as "Appendix A" and incorporated herein.

3. The maximum reimbursable amount for the term of this Agreement shall not exceed \$427,533. The annual reimbursable amount for services provided pursuant to this Agreement shall not exceed \$142,511 (“Annual Reimbursable Amount”) pursuant to the budget, which is set forth in Section IX of Appendix A.
4. DOHMH shall make quarterly lump sum payments to ACS in the amount of \$35,627. At the discretion of DOHMH and ACS, the parties may review expenses and revenues and make appropriate revisions to the quarterly payments scheduled and reconcile payments already made.
5. DOHMH shall be responsible for monitoring, auditing and evaluating the services provided pursuant to this Agreement. ACS shall periodically submit to DOHMH program and fiscal reports at the intervals and in the manner and format reasonably prescribed by DOHMH as set forth in Section X of Appendix A.
6. If the public funds anticipated to be available to DOHMH for any/all City fiscal years included in the term of the Agreement are reduced, DOHMH reserves the right to reduce the public funds authorized under this Agreement by informing ACS of the amount of the reduction and revising the Annual Reimbursable Amount as appropriate; or terminate this Agreement or any part thereof.
7. All information obtained, learned, developed or filed by DOHMH, ACS, or any sub-contractor hired in accordance with this Agreement, including but not limited to all personally identifying information about children and/or families provided by ACS to DOHMH under this Agreement and all personally identifying information about children and/or families provided by DOHMH to ACS under this Agreement, shall be confidential and subject to all of the confidentiality provisions and/or requirements of the Social Services Law of the State of New York, the Federal Social Security Act, and any applicable regulations promulgated thereunder and shall not be disclosed to any person, organization, agency or other entity except as authorized by this Agreement or required by law. The provisions of this Section shall remain in full force and effect following the termination of, or cessation of the services required by this Agreement.
8. This Agreement may be terminated; a) by either party upon thirty (30) days written notice to the other party; b) immediately, by mutual consent of the parties; and c) by either party for cause upon the material default of the other party in the performance of the terms and conditions of this Agreement, in which case this Agreement will terminate upon the giving of written notice.
9. All notices and requests hereunder by either party shall be in writing, and except as otherwise specified in the Agreement, directed to the address of the parties as follows:

City of New York
Administration for Children's Services
150 William Street, 14th Floor
New York, NY 10038
Attention: Richard E. Richter
Commissioner

City of New York
Department of Health and Mental Hygiene
42-09 28th Street, 19th Floor – CN #23
Long Island City, NY 11101
Attention: Adam Karpati, MD
Executive Deputy Commissioner

10. This Agreement may be modified and/or amended, in writing, as mutually agreed upon by DOHMH and ACS.
11. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

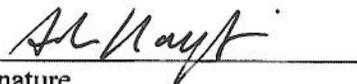
IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date first written above.

City of New York
Administration for Children's Services



Signature
Charles Barrios
Printed Name
Deputy Commissioner
Title
11/16/2011
Date

City of New York
Department of Health and Mental Hygiene



Signature
ADAM KAMENTZ
Printed Name
Executive Deputy Commissioner
Title
12/05/11
Date



SCOPE OF SERVICES

Provider Name:	Administration for Children's Services				
Contract Number:	4501				
Contract Term:	7/1/11 -6/30/14				
Program Unit Site Name:	Mental Health Coordination Unit				
Program Unit Site Code: (DMH_ProgID)	470R3				
Program Code:	Advocacy 1760				
Bureau:	<input checked="" type="checkbox"/> Mental Health <input type="checkbox"/> Mental Retardation & Developmental Disabilities <input type="checkbox"/> Alcohol & Drug Use Prevention Care & Treatment <input type="checkbox"/> Children, Youth and Families				
Type of Unit:	<input checked="" type="checkbox"/> Human Service <input type="checkbox"/> Non-Human Service				
Address Where Clients Will Be Served:	150 Williams Street, New York, NY 10038, The Children's Center located at 492 First Avenue, New York, NY 10016, and other locations, including but not limited to hospitals and foster care agencies.				
Days & Hours of Operation:	Monday- Friday 9:00 a.m. – 5:00 p.m.				
Community Districts Served:	<input checked="" type="checkbox"/> 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			
	<input checked="" type="checkbox"/> 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	
	<input checked="" type="checkbox"/> 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			
	<input checked="" type="checkbox"/> 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	



	<input checked="" type="checkbox"/> 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 Mental Health Coordination Unit ("MHCU") works to facilitate communication between various city and state agencies, specializing in mental health care, and foster care providers regarding mental health care services for children in the child welfare system. Additionally, MHCU provides guidance and referrals to foster care providers with regard to clinical mental health assessment, engagement and identifying treatment programs that match the needs of foster children with significant mental health challenges.</p> <p><u>II. Target Population</u></p> <p>Children in foster care with significant mental health challenges.</p> <p><u>III. Goals and Objectives</u></p> <p>Mental Health Coordinators shall:</p> <p>A. Serve as an internal resource to other ACS divisions and a resource to foster care agencies, providing up-to-date information regarding mental health services for children, teens and families.</p> <p>B. Identify appropriate mental health services for youth in foster care.</p> <p>C. Facilitate linkages between the foster care system and the mental health system</p> <p><u>IV. Referral Process</u></p> <p>Foster care providers are charged with the responsibility of addressing the mental health needs of children in their care. If necessary, after unsuccessful internal efforts to address the needs of a child in its care, foster care providers may seek a formal referral for appropriate mental health care services from MHCU via MHCU's dedicated phone line (212.347.6482) or email address</p>				

(acs.sm.mentalhealth@dfa.state.ny.us). With respect to referrals, MHCU serves as a secondary line of response, rather than as the primary contact to address mental health challenges.

V. Caseload

Each Mental Health Coordinator that is partially funded by DOHMH will be assigned approximately ninety six (96) clients per year with a total number of one hundred ninety two (192) clients served.

VI. Staffing pattern:

A. DOHMH shall provide partial funding for two (2) full time equivalent Mental Health Coordinators pursuant to Section X below.

B. Personnel contributions from ACS shall include:

1. A part time MHCU Supervisor (ACS Mental Health Director) for seven hours per week;
2. Four (4) full time equivalent Mental Health Coordinators (in addition to the two (2) Mental Health Coordinators that are funded by DOHMH).
3. A part time administrative assistant for seven hours per week,
4. A medical supervisor (ACS Assistant Commissioner for three (3) hours thirty (30) minutes per week,
5. A part time Child Psychiatrist seventeen (17) hours thirty (30) minutes per week (contracted hospital personnel).
6. A part time Youth Advocate to work seventeen (17) hours thirty (30) minutes hours per week,
7. A Parent Advocate to work eight (8) hours and forty five (45) minutes per week.

VII. Staff qualifications

Mental Health Coordinators/Support Specialists must have a Masters degree in Social Work, valid New York State social work license, and a minimum of two years experience working in the child mental health system or the child welfare system.

VIII. Service modalities and program activities

Mental Health Coordinators shall:

- A. Coordinate and serve as a bridge between mental health service providers (including Home Based Crisis Intervention, Bridges to Health, Children's Single Point of Access, and Residential, Treatment Facilities), day treatment professionals, and child welfare professionals (including ACS' Shared Response Unit, Office of Family Team Conferencing, Agency Program Assistance, and case planning agencies).
- B. Provide consultation to ACS and foster care providers on resources and systems of care to meet children's mental health and other psychosocial needs.
- C. Assist in identifying appropriate mental health treatment and support services and the least restrictive level. Encourage foster care providers to utilize the 1-800-Lifenet mental health crisis intervention hotline to identify available resources.
- D. Assist foster care agencies in establishing new linkages with appropriate community based mental health services
- E. Collaborate with out-of-home mental health providers and inpatient units, disposition planning teams and other appropriate ACS and foster care provider staff to develop appropriate mental health care plans and linkages for foster care youth prior to discharge.
- F. Participate in family team conferences, which are strength-based, family-driven meetings with all relevant supports for children and their families as

appropriate. The role of the MHCU Coordinators at these conferences shall be to provide mental health expertise and recommendations regarding resources.

G. Clarify policies and resolve issues between involved parties, including mental health system staff, child welfare staff, Department of Education staff, that arise in aftercare planning for hospitalized youth.

H. Facilitate the discharge of children in foster care from hospitals.

IX. Budget:

DOHMH shall provide funding for the staffing pattern and expenses outlined in the budget of this document.

X. Reporting requirements

A. The MHCU Program Director is to submit quarterly reports that include data by borough and in aggregate form. Quarterly reports will be submitted on or before the 20th of the first month of the following quarter as follows:

- o Q1 (July-September): October 20
- o Q2 (October-December): January 20
- o Q3 (January-March): April 20
- o Q4 (April-June): July 20

B. The following data will be reported:

1. Number of youth served
2. Number of youth served for mental health services
3. Number of youth referred who are linked to mental health services (attended intake appointment/first appointment)
4. Number of youth referred who are linked to substance abuse services (attended intake/first appointment)
5. Number of MHCU consultations with ACS units and foster care agencies

	<p><u>XI. Annual Staff Surveys</u></p> <p>The MHCU Program Director shall conduct annual surveys of foster care provider staff on or before August 15th of each year during the term of this Agreement to determine whether foster care provider staff believe the following:</p> <p>A. there have been improvements in ease of access to appropriate mental health services provided to foster children and teens;</p> <p>B. there has been an increase in involvement of biological parents in treatment planning (when appropriate);</p> <p>C. there have been improvements in collaboration between foster care agencies and mental health providers.</p>		
<p>Number of Unduplicated Clients Served in the Fiscal Year:</p>	FY11	FY12	FY13
	192	192	192
<p>Levels of Service</p> <p><input type="checkbox"/> Visits</p> <p><input type="checkbox"/> Days</p> <p><input type="checkbox"/> Staff Hours</p> <p><input type="checkbox"/> Client Hours</p> <p><input type="checkbox"/> Contacts</p> <p><input type="checkbox"/> Trips</p> <p><input type="checkbox"/> Admissions</p> <p><input type="checkbox"/> N/A</p>	FY11	FY12	FY13
<p>Target Population:</p>			
<p>Program Capacity:</p>	FY11	FY12	FY13

Program Unit Site Budget



Provider Name NYC Administration for Children's Services
 Contract Number and Term 4501 - 07/01/2011 - 06/30/2014
 Action Number *816-1214-4501.A01 - Executed MOU
 Program Unit Site Mental Health Coordination Unit
 Disability MH
 Program Code and Type 1760 - Advocacy Services
 Facility Code
 Unit Code 470R3
 Site Code

Item Description	2012		2013		2014		Total
	FTE	Amount	FTE	Amount	FTE	Amount	
Personal Services							
301 Case Manager	2.00	122,116	2.00	122,116	2.00	122,116	366,348
Total Personal Services	2.00	122,116	2.00	122,116	2.00	122,116	366,348
Fringe Benefits		21,980		21,980		21,980	65,940
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 \$2,500		0		0		0	0
Agency Administration		0		0		0	0
Gross Expenses	2.00	\$144,096	2.00	\$144,096	2.00	\$144,096	\$432,288
Accrual		1,585		1,585		1,585	4,755
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	\$142,511	2.00	\$142,511	2.00	\$142,511	\$427,533