



# **Memorandum of Understanding**

Between

Department of Health & Mental Hygiene

And

Administration for Children's Services

For

The Family Assessment Program

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 28<sup>th</sup> Street, 19<sup>th</sup> 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 services for youth determined to be Persons In Need of Supervision ("PINS"); and

WHEREAS, DOHMH is New York City's public health agency; 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 four (4) 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. 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 four (4) mental health clinical consultants, and provide the mental health services and support 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 \$593,400. The annual reimbursable amount for services provided

pursuant to this Agreement shall not exceed \$197,800 ("Annual Reimbursable Amount") pursuant to the budget, which is set forth in Section VI of Appendix A.

4. DOHMH shall make quarterly lump sum payments to ACS in the amount of \$49,450. 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 VIII of Appendix A.
6. This Agreement may be modified and/or amended, in writing, as mutually agreed upon by DOHMH and ACS.
7. 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.
8. 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.
9. 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.
10. 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, 14<sup>th</sup> Floor  
New York, NY 10038  
Attention: Ronald E. Richter  
Commissioner

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

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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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

Lawrence E Busching  
\_\_\_\_\_  
Printed Name

Executive Deputy Commissioner  
\_\_\_\_\_  
Title

11/16/2011  
\_\_\_\_\_  
Date

City of New York  
Department of Health and Mental Hygiene

  
\_\_\_\_\_  
Signature

ADAM KARPATT  
\_\_\_\_\_  
Printed Name

Exec. Deputy Commissioner  
\_\_\_\_\_  
Title

12/07/11  
\_\_\_\_\_  
Date

## Appendix A





**SCOPE OF SERVICES**

<b>Provider Name:</b>	Administration for Children's Services				
<b>Contract Number:</b>	4502				
<b>Contract Term:</b>	July 1, 2011 – June 30, 2014				
<b>Program Unit Site Name:</b>	Family Assessment Program				
<b>Program Unit Site Code: (DMH ProgID)</b>	470R3				
<b>Program Code:</b>	Advocacy 1760				
<b>Bureau:</b>	<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				
<b>Type of Unit:</b>	<input checked="" type="checkbox"/> Human Service <input type="checkbox"/> Non-Human Service				
<b>Addresses Where Clients Will Be Served:</b>	345 Adams Street, 8 <sup>th</sup> Floor, Brooklyn, New York 11201; 60 Lafayette Street, 2 <sup>nd</sup> Floor, New York, New York 10451; 248 East 161 <sup>st</sup> Street, 1 <sup>st</sup> floor, Bronx, New York 10451; 350 St. Mark's Place, 5 <sup>th</sup> Floor, Staten Island, New York 10301; 151-20 Jamaica Avenue, 4 <sup>th</sup> Floor, Jamaica, New York 11432				
<b>Days &amp; Hours of Operation:</b>	Monday- Friday 9:00 a.m. – 5:00 p.m. (each Clinical Consultant will work 2.5 days per week).				
<b>Community Districts Served:</b>	<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
<b>Program Description:</b>	<p><b><u>I. Background</u></b></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><b><u>II. Target Population</u></b></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, truancy and gang involvement.</p> <p><b><u>III. Goals and Objectives:</u></b></p> <p>Through the use of Clinical Consultants, the parties seek to:</p> <p>A. Reduce inappropriate utilization of emergency rooms for psychiatric causes and reducing petitions for mental health warrants.</p> <p>B. Improve linkage to mental health and substance abuse services.</p> <p>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.</p>		

**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 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 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 Director and Borough Directors shall:**

1. Provide the leadership and administrative support for integrating the Clinical Consultants into the FAP;
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.

B. Borough Directors will track the FAP staff's use of the clinical consultants.

C. FAP Director will directly supervise the Clinical Consultants

**V. Staffing**

A. Clinical Consultants must satisfy the following Qualifications:

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.

B. ACS will station a Clinical Consultant at the FAP borough offices as set forth below.

1. Consultants will be available at the Bronx, Brooklyn and Queens FAP offices two (2) days a week from 9:00 a.m. to 5:00 p.m. and one day a week for three (3) hours and thirty (30) minutes for a total period of seventeen (17) hours and thirty (30) minutes per week.
2. ACS will designate a fourth Clinical Consultant to work seventeen (17) hours and thirty (30) minutes per week between the Manhattan FAP office and the Staten Island FAP office.

**VI. Annual Budget**

A. **Personnel:** Annual salary compensation for each Clinical Consultant position shall be fifty percent (50%) of the Full Time Equivalent Rate of \$75,000.00:

1. Bronx:  $.5 \times \$75,000.00 = \$37,500.00$
2. Brooklyn:  $.5 \times \$75,000.00 = \$37,500.00$
3. Queens:  $.5 \times \$75,000.00 = \$37,500.00$
4. Manhattan/Staten Island:  $.5 \times 75,000.00 = \$37,500.00$

B. **Fringe Benefits:**

Fringe benefits for each Clinical Consultant position shall be equal to twenty four percent (24%) of the annual salary compensation:

1. Bronx:  $.24 \times \$37,500.00 = \$9,000.00$
2. Brooklyn:  $.24 \times \$37,500.00 = \$9,000.00$
3. Queens:  $.24 \times \$37,500.00 = \$9,000.00$

	<p>4. Manhattan/Staten Island: .24 x \$37,500.00 = \$9,000.00</p> <p><b>C. Other Than Personnel Services (OTPS):</b> Total OTPS under this Agreement shall be \$11,800</p> <p><b><u>VII. Outcomes</u></b></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><b><u>VIII. Reporting requirements</u></b></p> <p>A. The FAP Director shall submit quarterly reports that provide per borough and summary data. Quarterly reports will be submitted on or before the 20<sup>th</sup> of the first month of the following quarter as follows:</p> <p style="padding-left: 40px;">Q1 (October-December): January 20<sup>th</sup>  Q2 (January-March): April 20<sup>th</sup>  Q3 (April-June): July 20<sup>th</sup>  Q4 (July-September): October 20<sup>th</sup></p> <p>B. Reports will include but are not limited to data that reflect:</p> <ol style="list-style-type: none"> <li>1. Total number of FAP consultations Clinical Consultants;</li> <li>2. Total number of children/families served;</li> <li>3. Total number and percentage of children/families referred for Mental Health/Substance Abuse services;</li> <li>4. Total number and percentage of referred children/families who are linked to services;</li> <li>5. Total number of PINS petitions, PINS warrants, and mental health/emergency room visits;</li> <li>6. Total number of training sessions conducted by Clinical Consultants;</li> <li>7. Total number of FAP staff attending training sessions;</li> <li>8. Annual staff satisfaction survey results.</li> </ol>		
<b>Number of Unduplicated</b>	FY11	FY12	FY13

<b>Clients Served in the Fiscal Year:</b>			
<b>Levels of Service</b>	<b>FY11</b>	<b>FY12</b>	<b>FY13</b>
<input type="checkbox"/> Visits			
<input type="checkbox"/> Days			
<input type="checkbox"/> Staff Hours			
<input type="checkbox"/> Client Hours			
<input type="checkbox"/> Contacts	N/A	N/A	N/A
<input type="checkbox"/> Trips			
<input type="checkbox"/> Admissions			
<input type="checkbox"/> N/A			
<b>Target Population:</b>			
<b>Program Capacity:</b>	<b>FY11</b>	<b>FY12</b>	<b>FY13</b>
	N/A	N/A	N/A

**Program Unit Site Budget**



Provider Name NYC Administration for Children's Services  
 Contract Number and Term 4502 - 07/01/2011 - 06/30/2014  
 Action Number \*816-1214-4502.A01 - Executed MOU  
 Program Unit Site Family Assessment  
 Disability MH  
 Program Code and Type 1760 - Advocacy Services  
 Facility Code  
 Unit Code  
 Site Code

Item Description	2012		2013		2014		Total
	FTE	Amount	FTE	Amount	FTE	Amount	
<b>Personal Services</b>							
300 Clinical Staff/Assistants	2.00	150,000	2.00	150,000	2.00	150,000	450,000
<b>Total Personal Services</b>	<b>2.00</b>	<b>150,000</b>	<b>2.00</b>	<b>150,000</b>	<b>2.00</b>	<b>150,000</b>	<b>450,000</b>
<b>Fringe Benefits</b>		<b>36,000</b>		<b>36,000</b>		<b>36,000</b>	<b>108,000</b>
<b>Other than Personal Services</b>							
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		11,800		11,800		11,800	35,400
<b>Total OTPS</b>		<b>11,800</b>		<b>11,800</b>		<b>11,800</b>	<b>35,400</b>
<b>Equipment Purchases over \$2,500</b>		0		0		0	0
<b>Agency Administration</b>		0		0		0	0
<b>Gross Expenses</b>	<b>2.00</b>	<b>\$197,800</b>	<b>2.00</b>	<b>\$197,800</b>	<b>2.00</b>	<b>\$197,800</b>	<b>\$593,400</b>
<b>Accrual</b>		0		0		0	0
<b>Revenue</b>							
COPS		0		0		0	0
DSH		0		0		0	0
Other		0		0		0	0
<b>Total Revenue</b>		<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>
<b>CSP</b>		0		0		0	0
<b>Agency Contribution</b>		0		0		0	0
<b>Total Net Deficit Funding</b>	<b>2.00</b>	<b>\$197,800</b>	<b>2.00</b>	<b>\$197,800</b>	<b>2.00</b>	<b>\$197,800</b>	<b>\$593,400</b>