

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION  
AND  
THE NEW YORK CITY DEPARTMENT OF PROBATION

In order to better execute the mission of promoting compliance with Child Support, and pursuant to New York State Social Services Law §111-s and 42 USC 666 [c] [1] [D], authorizing the Office of Child Support Enforcement (OCSE) access to certain information contained in government and private records for child support purposes, OCSE, acting through the New York City Human Resources Administration (“HRA”), located at 180 Water Street, New York, N.Y. 10038, and the New York City Department of Probation (“DOP”), located at 33 Beaver Street, New York, N.Y. 10004, have agreed to enter into this Memorandum of Understanding (“MOU”), the terms of which are set forth below. This is consistent with the DOP’s mission to help build stronger communities by supervising people on probation and fostering opportunities for them to move out of the criminal justice system through meaningful employment, family engagement and community participation.

**I. Goal**

The goal of this MOU is to assist non custodial parents (NCPs) to increase compliance with child support orders and strengthen relationships with their children. NCPs will be connected to employment opportunities which will result in increased compliance with child support orders either voluntarily or through garnishment of wages. Studies show that NCPs who are employed and have relationships with their children are less likely to be reinvolved with the criminal justice system.

**II. Generally**

1. This MOU shall commence upon the signature of all parties and shall continue until terminated.
2. This MOU will involve the exchange of data between OCSE and DOP.
3. This exchange of data will allow OCSE to work closely with and to offer assistance to NCPs who do not yet have a child support order in place. It will help the DOP to assist probationers in developing and maintaining the family ties important to their continued success on probation and to their long term separation from the criminal justice system.

4. By securing an NCPs home address and point of contact it will allow OCSE to:
  - Educate NCPs regarding the benefits of establishing paternity (when necessary).
  - Educate NCPs about the benefits of having a child support order in place. Besides financial assistance to their family, benefits are presented as enhancing the emotional connection with the family, which in turn has been shown to bring societal benefits for the children.
  - Initiate the child support process in Family Court if the Family is receiving cash assistance.
  
5. For NCPs with an already existing order, by securing a home address and point of contact with the NCPs, it will allow OCSE to:
  - Educate NCPs about why voluntary compliance with the order will benefit the family and the NCP and promote successful engagement with employment opportunities.
  - Promote an understanding of the connection between good parenting and child support through joint efforts by OCSE and DOP
  - Inform the NCP about the enforcement measures that are likely occur if the NCP does not pay the order or have it adjusted
  - Encourage and assist the NCP to have the order adjusted if it does not reflect the NCPs financial situation
  - Work with the DOP to coordinate efforts in support of NCPs and their families
  
6. This exchange of data will also allow DOP to:
  - Talk to NCPs about the importance of:
    - establishing paternity for children born out of wedlock
    - establishing a child support order
    - complying with child support order(s)
  - Refer the NCP to OCSE for assistance/guidance in reducing any arrears that may have accumulated on the case and are owed to the Department of Social Services.
  - Assist probationers in developing and maintaining the family ties important to their continued success on probation and to their long term separation from the criminal justice system.

### **III. Data Exchange**

1. On a monthly basis, DOP will electronically send to HRA a file containing the following information about adult supervision clients excluding Youthful Offenders, Juvenile Delinquents, Juvenile Offenders and sealed cases:
  - a. Client's DOP case number
  - b. Client's case name: last, first

- c. Client's true name: last, first
  - d. Client's date of birth
  - e. Client's social security number
  - f. Client's last known home address
  - g. Client's phone number, cell and landline
2. After receiving the information from DOP regarding the adult population (as described in section III(1)), HRA will conduct a data match that will result in a list of NCPs known to HRA and DOP jointly. This list will be called the 'Matched List.'
3. HRA will electronically send the 'Matched List' to DOP. This list will contain the following information regarding the NCPs:
  - a. Client's DOP case number
  - b. Whether it is known or not known, if a file is on case level (case where child support order has not been issued) or account level (case where child support order has been issued)
  - c. Amount of obligation
  - d. Who the order is payable to
  - e. The total amount owed
  - f. Who the amount is owed to
  - g. Employer, if applicable
  - h. Docket Number
  - i. Last payment dates (HRA will provide last 6 payments)

Both parties agree to use the information for purposes consistent with the goal of enforcing child support obligations, promoting parental engagement with children as appropriate and preventing future involvement with the criminal justice system.

#### **IV. Ownership of the Data**

Each party shall retain ownership of its own data.

#### **V. Contact Persons**

To facilitate successful administration of this MOU, each party will designate a principal representative who will act as a person with regard to the MOU.

For HRA: Frances Pardus-Abbadessa  
2 Washington Street  
New York, N.Y.  
(212) 480-6622

For DOP: Kathleen Coughlin  
Deputy Commissioner for Planning, Training and Community Partnerships  
New York City Department of Probation  
33 Beaver Street  
New York, New York 10004

## **VI. Confidentiality**

1. All information obtained, learned, or developed in connection with this Agreement by any of the parties, (collectively "Confidential Information") shall be confidential, and neither HRA nor DOP shall disclose to any person, organization, agency or other entity any Confidential Information except as agreed by the other parties to this agreement. The parties shall comply with all Federal, State and local laws and regulations concerning the confidentiality of all Confidential Information.
2. No party to this agreement will disseminate or disclose identifiable information provided by another party to any other organization or individual, without first obtaining permission from the party providing the identifying information.
3. Any and all reports or publications produced as a result of this data match will present only anonymized aggregated data.
4. HRA shall not disseminate or disclose research reports or products relating to information obtained without written permission from DOP.
5. HRA shall not use or cause Confidential Information to be used for any purpose other than those purposes outlined in this Agreement.
6. Confidential Information, if transferred electronically between DOP and HRA, will be transmitted using a protocol that supports secure encryption. HRA will implement procedures to protect information provided by DOP from unauthorized access, alteration, use, or dissemination. HRA will implement procedures to ensure that all files containing Confidential Information will be password-protected, and that knowledge of the passwords will be limited solely to select staff working on this project.
7. The provisions regarding Ownership of the Data and Confidentiality survive termination or expiration of this MOU, or cessation of the work described herein, whatever the reasons therefore.

## **VII. TERMINATION**


Any party may terminate its participation in this MOU by giving thirty (30) days written notice to the remaining party or at any time with the mutual consent of the parties.

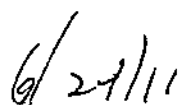
**VIII. ENTIRE AGREEMENT**

This MOU sets forth the entire agreement among the parties superseding all prior agreements and understandings, written or oral, and may be modified only through the mutual, written consent of all parties.


**IN ACCORDANCE** with the above terms and conditions, the parties hereby execute this Memorandum of Understanding.

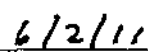
**NYC Human Resources Administration**

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Date

**NYC Department of Probation**

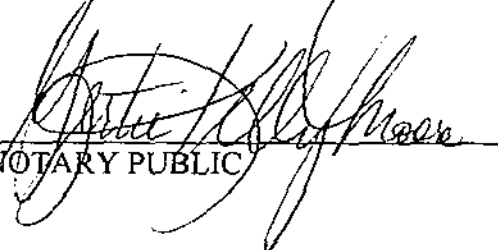
  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Date

ACKNOWLEDGEMENTS:

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

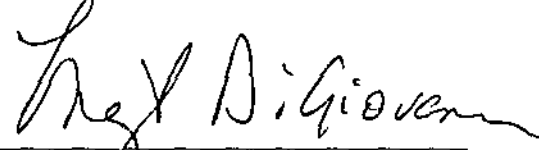
On this 20th day of June, 2011, before me personally came  
Vincent Fullo known by me to be the  
ACC, of the DEPARTMENT OF SOCIAL SERVICES OF THE  
HUMAN RESOURCES ADMINISTRATION of the CITY OF NEW YORK, the person  
described in and who executed the foregoing instrument, and acknowledged to me that he/she  
executed the same for the purposes therein mentioned.

  
NOTARY PUBLIC

GERTIE KELLY-MOORE  
Notary Public, State of New York  
No. 01KE4528281  
Qualified in Bronx County  
Commission Expires Aug. 31, 2014

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK)

On this 2nd day of June, 2011, before me personally came  
Vincent Schiraldi known by me to be the Commissioner of the DEPARTMENT  
OF PROBATION of the CITY OF NEW YORK, the person described in and who executed the  
foregoing instrument, and acknowledged to me that he executed the same for the purposes  
therein mentioned.

  
NOTARY PUBLIC

MARGARET DIGIOVANNA  
Notary Public, State of New York  
No. 02D16068490  
Qualified in Queens County  
Commission Expires

4-23-14