

**RENEWAL AND MODIFICATION AGREEMENT  
TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF NEW YORK ADMINISTRATION FOR CHILDREN’S SERVICES  
AND  
THE NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES / HUMAN RESOURCES  
ADMINISTRATION**

THIS RENEWAL AGREEMENT AND MODIFICATION AGREEMENT (“Renewal Agreement”), dated this \_\_\_\_\_, 2021 between the City of New York (“City”) acting by and through its Department of Social Services / Human Resources Administration (“HRA”), located at 150 Greenwich Street, New York, NY 10007, and the Administration for Children’s Services (“ACS”), with its principal place of business at 150 William Street, New York, NY 10038 (hereinafter, the “Parties”).

**WHEREAS**, the Parties entered into a Memorandum of Understanding (“MOU”), effective April 1, 2017 through March 31, 2020, to communicate and share information about Mutual Recipients, as defined in the MOU, to encourage Mutual Recipients to address outstanding issues relating to their CA benefits, as defined in the MOU, to maximize the amount of CA benefits they are entitled to receive and promote the best interests of their children;

**WHEREAS**, the Parties, by this Renewal Agreement, seek to renew the MOU for the period of April 1, 2020 through March 31, 2022; and

**WHEREAS**, the Parties wish to modify the MOU to enhance the scope of the collaboration and data match and further promote the best interests of the Mutual Recipients’ children.

**NOW, THEREFORE**, the Parties agree as follows:

1. Except as stated herein, all of the terms, covenants, and conditions of the MOU shall remain unchanged and remain in full force and effect. All capitalized terms in this Renewal Agreement shall have the meanings ascribed to them in the MOU.
2. Pursuant to **Article I (B)** of the MOU, the MOU is hereby renewed for a two (2) year period from April 1, 2020 through March 31, 2022, unless sooner terminated pursuant to the terms of the MOU.
3. Pursuant to **Article IX** of the MOU, the MOU is amended, as of April 1, 2019, as follows:
  - A. **Article II (A) (1) (ii)** is hereby deleted and replaced by the following:

“Mutual Recipients who have received a Notice of Intent (“NOI”) to either terminate their CA benefits for failure to comply with employment-related requirements, or to reduce their CA benefits and lose Medicaid for the head of household for failure to comply with child support-related requirements.”

B. **Article II (A) (1) (iv)** is hereby deleted and replaced by the following:

“Mutual Recipients who may be eligible for a reduced CA recoupment rate from 10% to no less than 5%”

C. **Article II (A) (1) (v)** is hereby deleted and replaced by the following:

“Mutual Recipients who are obligated to comply with child support program requirements as CA recipients. Failure to comply may result in sanctions on Mutual Recipients’ CA benefits and/or Medicaid coverage.”

D. The following section is added as a new **Article II (A) (1) (vi)**:

“Mutual Recipients who have an employment sanction on their CA case that may be lifted by demonstrating compliance with CA employment requirements.”

E. **Article II (A) (2)** is hereby deleted in its entirety.

F. The following sentence is added to **Article II (B) (1)**:

“HRA shall also provide ACS with a second electronic data file (“Secondary HRA Data File”) containing Recipient Data specifically for Mutual Recipients who fall within the scope of Article II (A) (1) (iv) above, which Mutual Recipients will not be included in the HRA Data File.”

G. The following section is added as a new **Article II (C) (10)**:

“ACS shall conduct a match using the Secondary HRA Data File to identify any Mutual Recipients within the scope of **Article II (A) (1) (vi)**. For such Mutual Recipients, ACS shall follow up with the ACS Contractor and client as appropriate, and to discuss the program and to measure the effectiveness of interventions.”

H. The following section is added following **Article II (D)** as a new **Article II (E)**:

**E. Child Support Sanctions**

1. ACS and/or ACS Contractors shall obtain written consent from the Mutual Recipient(s) to disclose his/her status as receiving services from ACS and/or an ACS Contractor and the basis for determining a good cause exemption exists.
2. Upon obtaining such consent, ACS and/or ACS Contractors shall complete the Attestation Form, attached hereto as Exhibit 1, confirming a “good cause

exemption” exists to suspend child support sanction, if applicable, and submit the Attestation Form to HRA.

3. Upon receipt of the completed Attestation Form, HRA shall suspend child support sanctions for a period of six months (“Suspension Period”). At least one (1) month prior to end of the Suspension Period, ACS and/or ACS Contractors shall re-submit an Attestation Form for continued suspension, if applicable.
- I. All references to “OCSE” throughout the Agreement are hereby deleted and replaced with “OCSS” which refers to HRA’s Office of Child Support Services.
  - J. **Article III** of the MOU is hereby deleted and replaced by the following:

**ARTICLE III. LEGAL BASIS FOR DISCLOSURE OF CONFIDENTIAL INFORMATION**

- A. Pursuant to NY CLS Soc. Serv. § 136 and the implementing regulations at 18 NYCRR § 357.3(a), public assistance records and information relating to a person receiving public assistance and care may be disclosed by a public welfare official to another agency or person when the disclosure is reasonably related to the purposes of the public welfare program and the function of the inquiring agency, the confidential character of the information will be maintained, and the information will not be used for commercial or political purposes. The implementing regulations specifically permit disclosure of recipient-identifiable public assistance data for purposes directly connected to the administration of public assistance. 18 NYCRR § 357.2(a). For the administration of public assistance, federal regulations provide that the “use or disclosure of information concerning applicants and recipients will be limited to purposes directly connected with...establishing eligibility, determining the amount of assistance, and providing services for applicants and recipients.” 45 CFR 205.50(a)(1)(i)(A).
- B. Pursuant to 18 NYCRR § 423.7(b)(5), preventive services records are confidential and such records shall be open to disclosure to another “person or entity providing or agreeing to provide services to the child or the child’s family upon the execution of a written consent by the child or the child’s parent.” ACS, with the written consent of a Mutual Client, shall provide to HRA confidential information about the Mutual Client’s preventive services to request a good cause exemption pursuant to 18 NYCRR § 369(b)(4)(iv), finding that the Mutual Client’s cooperation with child support services would be contrary to the best interests of the child. HRA provides the services of administering CA benefits and overseeing child support, and review of ACS’ request for a good exemption and a granting thereof shall provide a service to the Mutual Client by granting such Mutual Client temporarily relief from sanctions and compliance with child support services.

- K. The contact persons designated for each Party in **Article VII** of the MOU are hereby updated as follows:

The HRA contact person is:

Attn: Deputy Commissioner  
Family Independence Administration (FIA)  
New York City Human Resources Administration  
150 Greenwich Street, 36<sup>th</sup> Floor, New York, NY 10007

The ACS contact person is:

Attn: Stephanie Gendell, Associate Commissioner, External Affairs  
City of New York Administration for Children's Services  
150 William Street  
New York, NY 10038

4. Counterparts. This Renewal Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic, facsimile or PDF image signatures shall be treated as original signatures.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have duly executed this Renewal Agreement on the date first above written.

CITY OF NEW YORK

DEPARTMENT OF SOCIAL SERVICES /

HUMAN RESOURCES ADMINISTRATION

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

CITY OF NEW YORK ADMINISTRATION FOR  
CHILDREN'S SERVICES

By \_\_\_\_\_

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

\_\_\_\_\_

**Exhibit 1: Attestation Form (on following page)**



DPS/OPTA

[Date]

**Client Name: Client DOB:**

To Whom It May Concern at the Office of Child Support Services (OCSS):

My name is \_\_\_\_\_ and I am a [title/ license] employed by the NYC Administration for Children’s Services (ACS). I am writing on behalf of [client name] (“client”), who is a custodial parent and has been participating in (Prevention Agency Name) Prevention Services program since [date]. The Prevention Services program is designed to help families keep their children safely in their home by promoting safety, permanency, and well-being for children and their families in their own homes and communities. This assessment is limited to a finding of support for the applicant’s claim for good cause as an exception to the OCSS cooperation requirement. This document shall not be used for any other purpose.

I have reviewed the case history of the above client and write to request that OCSS grant a “good cause exemption” from OCSS requirements for six months from \_\_\_\_\_ to \_\_\_\_\_.

It is my finding that, at this time, cooperation with OCSS would be against the best interests of the child(ren) in the client’s household and can be reasonably anticipated to result in:

\_\_\_\_\_ physical harm

\_\_\_\_\_ emotional harm

to the:

\_\_\_\_\_ child(ren)

\_\_\_\_\_ the client/custodial parent which would reduce his/her ability to care for the child(ren)

It is my finding that the physical or emotional harm would be of a serious nature.

In making this finding, I have considered: the present emotional state of the individual subject to harm; the emotional health history of the individual subject to harm; and the intensity and probable duration of the emotional upset.

Thank you for your consideration of this request.

Sincerely,

Name  
Title  
Contact Info