



ADMINISTRATION FOR CHILDREN'S SERVICES
CHILD WELFARE PROGRAMS
150 William Street, 18th Floor
New York, New York 10038
Telephone No. (212) 513-1199 FAX No. (212) 341-0949

JOHN B. MATTINGLY
Commissioner

ZEINAB CHAHINE
Executive Deputy Commissioner

JAN FLORY
Deputy Commissioner

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made as of this 26th day of April, 2007, is between the City of New York acting through the City of New York Administration for Children's Services ("Children's Services") located at 150 William Street, New York, NY 100038 and the Child Welfare Organizing Project ("CWOP") located at 80 East 110th Street, #1E, New York, NY 10029.

WHEREAS, Children's Services is piloting in Community District 11 in East Harlem, Manhattan, a family team conference called the Initial Child Safety Conference (CSC) through which parents will discuss with Child Protective Services staff the safety of their children who are involved with Child Protective Services;

WHEREAS, a CSC consists of a gathering of a particular family, individuals the family chooses to invite to support them, Children's Services staff, social service providers, and community resources, to thoroughly discuss the safety concerns, family strengths, and resources, and to decide the best way to keep a child safe;

WHEREAS, the purpose of the CSC is to make the best safety decision for the child through in-home options, if such options can fully address the safety concern, or out of home placement, if necessary;

WHEREAS, the CSC allows for shared responsibility for critical placement decisions, helps ensure that only children who must be placed are placed, and improves the quality of the process when placement is needed;

WHEREAS, Children's Services desires to work with CWOP, a not for profit organization dedicated to public child welfare reform in New York City through increased, meaningful parent involvement in service and policy planning;

WHEREAS, Children's Services and CWOP wish to contribute to this effort by providing advocacy support to families during and following CSCs, promoting parent engagement, and assuring child safety and quality decision making;

WHEREAS, CWOP will receive funds from the New York State Office of Children and Family Services ("OCFS"), and through a subcontract with the New York not for profit

organization called the Center for Family Representation ("CFR"), to enable parent organizers in their employ to participate in CSCs in East Harlem;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - TERM OF THIS MOU

This MOU shall commence on February x, 2007 and continue until terminated pursuant to the terms of Article 8 herein "Termination."

ARTICLE 2 - POPULATION TO BE SERVED

All Children's Services child protective cases in Community District ("CD") 11 are eligible to participate in CSCs.

ARTICLE 3 - SCOPE OF RESPONSIBILITY OF CWOP

- 3.1 CWOP will make available eight (8) Parent Organizers (defined below) to attend all CSCs held in CD 11 and will designate one (1) Project Coordinator (defined below). The CWOP "Project Coordinator" has the following role and responsibilities:
- i. Recruitment, orientation, and supervision of eight (8) on-call Parent Organizers
 - ii. Providing, scheduling, and/or assuring completion of any requisite training for Parent Organizers
 - iii. Developing and monitoring a coverage schedule whereby at least one Parent Organizer will be on-call 9:00 AM - 5:00 PM, Monday - Friday
 - iv. Debriefing, planning for follow-up, and assuring adequate record-keeping following each CSC
- 3.2 Parent Organizers will be graduates of the CWOP Parent Leadership Curriculum, and at least fifty percent (50%) of the Parent Organizers will be bilingual in Spanish and English.
- 3.3 All CWOP Parent Organizers and other identified CWOP staff must attend a Children's Services orientation before participating in CSCs.

- 3.4 If parents call CWOP inquiring about advocacy services prior to a scheduled CSC, CWOP will arrange with the parents a time to meet prior to the CSC. If parents choose to wait until the CSC to meet the CWOP Parent Organizer, the Parent Organizer will be available at the CSC location, and a brief period of time will be allotted for the Parent Organizer to explain her or his role to the parents, so that the parents can decide whether they want the Parent Organizer to participate in the CSC.
- 3.5 At the CSC, the CWOP "**Parent Organizer**" serves as the advocate for the parents and has the following responsibilities:
- i. Provide advocacy and guidance to support parent(s)
 - ii. Encourage parent(s) to voice their opinions and points of view – and encourage others at the CSC to listen
 - iii. Contribute knowledge about needs, strengths, and resources which might support the family, especially those available within the family's home community
 - iv. Help the parent(s) understand Children's Services' concerns in regard to safety and risk
 - v. Ask for clarification, for instance about the seriousness of the safety issues, if the Parent Organizer believes that something has been said that is not clear for the parent(s) to understand
 - vi. Assist CSC participants in developing creative and practical solutions to prevent removal or to provide appropriate placement of a child(ren).
- 3.6 The Parent Organizer shall not seek to speak for the parents but rather shall support them and encourage their full and direct participation.
- 3.7 After the CSC, CWOP, in accordance with the outcome of the CSC, will consult with the parents and provide information and options for legal representation, if needed. Such information will include how Family Court works, the appointment of an attorney appointed by the court (known as 18(b) attorneys), and the possibility of representation by the CFR and other legal resources. If there are two parents, CWOP will identify legal resources and refer each parent to a different legal agency.
- 3.8 CWOP will help develop Children's Services' awareness of community resources that can provide services to parents. CWOP will provide pertinent information regarding community resources that may assist the family with services not offered by the current social service or child welfare agencies involved.

ARTICLE 4 –SCOPE OF RESPONSIBILITY OF CHILDREN'S SERVICES

- 4.1 Children's Services will engage CWOP in all CD 11 CSCs.
- 4.2 Children's Services will provide an orientation to the identified CWOP staff and Parent Organizers participating in CSCs.
- 4.3 When a CSC is scheduled, Children's Services' Child Protective Services will:
- i. Provide the parents with information about CSCs and that informs parents that they have the opportunity to bring with them individuals to support them throughout the CSC.
 - ii. Tell the parents that a CWOP Parent Organizer is a resource that can be available to participate in the CSC with them if they so choose.
 - iii. Explain that the parents will have an opportunity to meet the CWOP Parent Organizer at the CSC location, and that they will have an opportunity to decide if they want the CWOP Parent Organizer to participate in the CSC.
 - iv. Tell the parents that they can call CWOP to discuss their situation in advance of the CSC if they would like to do so.
 - v. Notify CWOP of the scheduled CSC.

ARTICLE 5 - COMPLIANCE WITH THE LAW

The services to be rendered by CWOP and Children's Services under this MOU shall be performed in accordance with all applicable provisions of Federal, State and local laws, rules and regulations as are in effect at the time such services are rendered.

ARTICLE 6 – CONFIDENTIALITY

- 6.1 Any family or child case information received by Children's Services from CWOP must be retained under the conditions of confidentiality set forth below.
- 6.2 Any family or child case information or confidential information received by CWOP from Children's Services must be retained under the same conditions of confidentiality that apply to Children's Services. All information obtained, learned, or developed from Children's Services shall be held confidential pursuant to applicable provisions of local laws and codes, New York State Social Services Law, New York Public Health Law, the Federal Social Security Act, 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 release of confidential information to persons or agencies not authorized to receive such information is a class A misdemeanor.

- 6.3 All of the reports, information or data, furnished to or prepared, assembled, or used under this MOU are to be held confidential, and the same shall not be made available to any individual or organization without the prior written approval by Children's Services as appropriate.
- 6.3. The provisions of this Article shall remain in full force and effect following the termination of this MOU.
- 6.4. All CWOP Parent Organizers and other CWOP staff that may attend a CSC shall sign the standard "Conference Participant Confidentiality Pledge" prior to participating in the CSC. A copy of the "Conference Participant Confidentiality Pledge" is attached hereto.

ARTICLE 7 - COMPREHENSIVE GENERAL LIABILITY INSURANCE

CWOP shall carry paid up comprehensive commercial general liability insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence to protect Children's Services and the City of New York against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damage to property, whether such injuries, death or damages be attributable to the statutory or common law negligence or any other acts of CWOP, its employees, or otherwise. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A-7 or a Standard and Poor's rating of at least AA, unless prior, written approval is obtained from the Mayor's Office of Operations. Such policy or policies shall name Children's Services and the City of New York as additional parties insured thereunder, shall provide that in the event of cancellation thereof Children's Services shall be notified at least fifteen (15) days in advance thereof and shall provide that the carrier shall appear, defend and indemnify Children's Services and the City of New York, including the agents, servants and employees of Children's Services and City of New York, in connection with all such claims, loss or damage. Two (2) certificates of insurance shall be delivered to Children's Services for approval as to form prior to the effective date of this MOU.

ARTICLE 8 - LIABILITY

CWOP shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person and for all damage to any property sustained during its operations and work under this MOU resulting from any act of commission or omission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify the City of New York from liability upon any and all claims for damages on account of such injuries or death to

any such person or damages to property on account of any neglect, fault or default of CWOP, its officers, trustees, employees, agents, servants, or independent contractors. CWOP shall be solely responsible for the safety and protection of all of its employees whether due to the negligence, fault or default of CWOP or not.

ARTICLE 9 - LEGALITY OF PROVISIONS

If any provision(s) of this MOU is held unenforceable for any reason, each and every other provision shall nevertheless remain in full force and effect.

ARTICLE 10 - TERMINATION

- 10.1 This MOU will remain in effect until the OCFS grant to CWOP for the provision of Parent Organizers and a Parent Coordinator terminates.
- 10.2 Children's Services or CWOP shall have the right to terminate this MOU in whole or in part and with or without cause, by giving thirty (30) days prior written notice via certified mail to the other party. Within ten (10) days of receipt of such written notice, the parties shall meet to draw up procedures for closing or transferring information about the CSCs.

ARTICLE 11- MODIFICATION

This MOU may be modified by mutual consent of the parties in writing. It may not be altered or modified orally.

ARTICLE 11- MISCELLANEOUS

- 11.1 No private conversation(s) among the parties attending a CSC shall take place during a CSC.
- 11.2 All informational materials about CWOP to be distributed to parents in relation to CSCs shall be developed in conjunction with ACS and shall be reviewed and approved by Children's Services prior to any distribution to parents.
- 11.3 Children's Services and CWOP shall each identify a staff person within their respective organizations whom the other organization may contact after a CSCs if a problematic incident occurs in the course of a CSCs.

- 11.4 The parties shall meet at least once a month for the purpose of debriefing on CSCs and to discuss and/or resolve systemic issues.
- 11.5 This MOU has been freely negotiated by each of the parties hereto. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this MOU or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against any party by virtue of that party having drafted the MOU or any provision thereof.
- 11.6 Upon termination of this MOU, no further obligations may be incurred under this MOU on behalf of either CWOP or Children's Services.

ARTICLE 12 – NOTICES

All notices and requests hereunder by either party shall be in writing, and except as otherwise specified in this MOU, directed to the address of the parties as follows:

City of New York
 Administration for Children's Services
 150 William Street, 18th floor
 New York, NY 100038
 Attention: Jan Flory cc: Helene Etienne
 Title: Deputy Commissioner
 Department: Division of Child Protection

Child Welfare Organizing Project
 80 East 110th Street, #1E
 New York, NY 10029
 Attention: Michael Arsham
 Title: Executive Director

IN WITNESS WHEREOF, the parties have duly executed this MOU on the date first written above.

City of New York
Administration for Children's Services

Jan Flory
 Jan Flory
Deputy Commissioner
 Title
4/26/07
 Date

Child Welfare Organizing Project

Michael Arsham
 Michael Arsham
Executive Director
 Title
4/26/07
 Date