

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
HEALTH & HUMAN SERVICES COMMISSION  
AND  
TEXAS JUVENILE JUSTICE DEPARTMENT  
FOR  
PROVISION OF A VOLUNTEER STATION  
FOR  
THE FOSTER GRANDPARENT PROGRAM**

Pursuant to the provisions of Title 45, Subtitle B, Chapter XXV, Part 2552, §2552.23 of the Code of Federal Regulations, this Memorandum of Understanding (the “**MOU**”) is entered into between the TEXAS HEALTH AND HUMAN SERVICES COMMISSION (“**HHSC**”), an administrative agency within the executive department of the State of Texas, with its central office at 4900 North Lamar Boulevard, Austin Texas, 78751 and the *Texas Juvenile Justice Department*. (“**VS**”) having an office at 11209 Metric Blvd., Bldg. H, Ste. A, Austin, Texas 78758, for the purpose of providing a volunteer station (VS). HHSC and VS may be referred to in this agreement individually as a “Party,” or collectively as the “Parties.”

**I. BACKGROUND AND PURPOSE**

The Foster Grandparent Program ("FGP" or the "program") serves a dual purpose in that it provides income-eligible adults, age 55 and older, with meaningful volunteer opportunities, while also meeting critical community needs by serving children with special and exceptional needs. The VS is a public agency, non-profit organization or proprietary health care organization that accepts the responsibility for assignment and supervision of Foster Grandparents in health, education, social service or related settings, such as hospitals, homes for dependent and neglected children or similar establishments.

**II. STATEMENT OF SERVICES TO BE PROVIDED**

**a) HHSC Statement of Duties:**

HHSC, in support of the volunteers in the FGP, will:

- i) Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the FGP Federal Regulations for enrollment in the program;
- ii) Unless otherwise specified in this MOU, conduct and document a criminal history check for all Foster Grandparents in accordance with the requirements established for a National Service Criminal History Check by the Corporation for National and Community Service;
- iii) Provide accident and liability insurance coverage as required by the program, including excess automobile liability insurance for Foster Grandparents who drive in connection with their service. Foster Grandparents are not covered by worker's compensation coverage;
- iv) Be responsible for the management and fiscal control of the program;
- v) Provide orientation to volunteers and provide in-service training on an on-going basis;
- vi) Provide orientation to VS staff; and
- vii) Provide additional Foster Grandparents at the request of the VS if available.

**b) VS Statement of Duties:**

The VS, in support of the Foster Grandparent Program, will:

- i) For each Foster Grandparent and for each child served, develop and obtain the Sponsor's approval, of a written Assignment Plan that identifies the child(ren) to be served and the role and activities of the volunteer activities, the expected outcomes for each child, and that addresses the period of time each child should receive such services. This Assignment Plan will be signed by the VS liaison and the volunteer and will be used to review the Foster Grandparent's services as well as, the impact of the assignment on the child's development.
- ii) Assure adequate health and safety provisions for the protection of volunteers.
- iii) Investigate incidents, accidents and injuries involving volunteers and notify the Foster Grandparent Program on a timely basis.
- iv) Assign children with designated special or exceptional needs or who are in circumstances that limit their academic, social, or emotional development, who are less than 21 years of age to each volunteer.
- v) Provide site specific orientation and training to the volunteers.
- vi) Submit required completed paperwork to the FGP on a timely basis, i.e., individual Volunteer Assignment Plans prior to assignment, volunteer timesheets, Volunteer Impact Evaluations, and Volunteer Performance Evaluations.
- vii) Ensure that Foster Grandparents serve in a volunteer capacity. VS will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
- viii) Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
- ix) Ensure that any screening processes required of other volunteers at VS are required for the Foster Grandparent volunteers. VS shall not charge HHSC or the foster grandparent volunteer for the cost of any screening requirements associated with the site's policies or licensure.
- x) Provide confidentiality training for all Foster Grandparents in accordance with VS policies and procedures (e.g., school districts will provide confidentiality training in accordance with State Education laws, rules and regulations, Federal Regulations and statutes, including the Buckley and Hatch Amendments).
- xi) Provide a daily schedule of activities for the Foster Grandparents and designate space for use in their activities with their assigned children.
- xii) Periodically review each child's continuing need for a Foster Grandparent and recommend phase-out or reassignment of the assigned Foster Grandparent, as necessary.
- xiii) For in-home assignments, VS will obtain a Letter of Agreement signed by the person or persons legally responsible for the child served, the VS liaison; and the FGP liaison authorizing the assignment of a Foster Grandparent in the child's home, defining the Foster Grandparent's activities, and specifying supervisory arrangements. In-home assignments must be pre-approved in writing by HHSC.

**III. CIVIL RIGHTS**

To the extent applicable, the **VS** agrees to comply with state and federal anti-discrimination laws, including without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
  - Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - Food and Nutrition Act of 2008 (7 U.S.C. §2011, et seq.); and
  - The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- a)** The VS agrees to comply with all applicable amendments to the above-referenced laws, and all applicable requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- b)** To the extent applicable, the VS agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting the VS from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of people in its programs, benefits, or activities on the basis of national origin. The VS agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.
- c)** The VS agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.
- d)** The VS agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- e)** The VS agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- f)** Upon request, the VS will provide the HHSC with copies of all of the VS's civil rights policies and procedures.

- g)** The VS must notify the HHSC’s Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

#### **IV. PROVISION OF MEALS**

At the discretion of the VS meals may be provided to support the FGP. Meals, if provided, will be at no-cost to the Foster Grandparent or HHSC. Please indicate by placing an “X” next to the applicable statement.

Yes, meals will be provided to the Foster Grandparents.

No, meals will not be provided to the Foster Grandparents.

The organization must notify HHSC 30 calendar days in advance of discontinuing the provision of meals.

#### **V. PRIVACY, SECURITY, AND BREACH NOTIFICATION**

- a)** “HHS Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided or made available to you electronically or through any other means that consists of or includes any or all of the following:
- i) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
  - ii) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
  - iii) Federal Tax Information;
  - iv) Personally Identifiable Information;
  - v) Social Security Administration Data, including, without limitation, Medicaid information;
  - vi) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Family Educational Rights and Privacy Act, the Child Abuse Prevention and Treatment Act, the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

- b)** Any HHS Confidential Information received by you under this MOU may be disclosed only in accordance with applicable law. By signing this MOU, you certify that you are, and intend to remain for the term of this MOU, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:
- i) The relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C;
  - ii) 42 CFR Part 2 and 45 CFR Parts 160 and 164;
  - iii) The relevant portions of The Social Security Act, 42 U.S.C. Chapter 7;
  - iv) The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
  - v) Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
  - vi) OMB Memorandum 07-16;
  - vii) Texas Business and Commerce Code Chapter 521;
  - viii) Texas Health and Safety Code, Section 81.006 and Chapters 181 and 611;
  - ix) Texas Human Resources Code § 12.003;
  - x) Texas Government Code, Chapter 552, as applicable;
  - xi) Title 3 of the Texas Occupations Code, as applicable;
  - xii) Constitutional and Common Law Privacy;
  - xiii) Federal Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99); and
  - xiv) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this MOU.

You further certify that you will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

- c)** You will ensure that each entity or individual with which you contract that performs services related to this MOU and who has access to HHS Confidential Information will sign an agreement that complies with these terms. You must provide a copy of all such agreements to HHS upon request.

## **VI. MUTUAL RESPONSIBILITIES**

- 6.1 The HHSC and the **VS** will communicate as necessary to successfully manage this agreement. They will work in good faith together to fulfill the purpose of this agreement.
- 6.2 Teleservice

Service functions include, but are not limited to: tutoring, mentoring, reading books for children and youth; creating video demonstrations; serving as a pen pal; supporting students in their efforts to complete special projects; assembling student packets; connecting students with educational resources; and routine check-ins with students, as directed by VS. Teleservice

functions may be facilitated via telecommunication channels including, but not limited to: virtual engagement (computer/tablet) or telephone engagement.

6.2.1 HHSC Statement of Duties:

6.2.1.1 Ensure Foster Grandparents have access to the appropriate equipment as deemed necessary for the proposed activities;

6.2.1.2 Provide activity specific training, as appropriate.

6.2.2 VS Statement of Duties:

6.2.2.1 Ensure Foster Grandparents have access to the appropriate programs and materials, as required for proposed activities;

6.2.2.2 Provide activity specific orientation and training to the volunteers;

6.2.2.3 Supervise Foster Grandparents always while they are serving as a volunteer with children present, whether the volunteer is presenting to a group or to individual children.

## **VII. TERM OF AGREEMENT**

This MOU is effective from execution through (*August 31, 2023*) unless terminated earlier in accordance with the terms of the Agreement. At the discretion of the department, this MOU may be renewed for one additional two-year period.

## **VIII. TERMINATION OF AGREEMENT**

8.1 **Termination without Cause.** This MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

8.2 **Notice of Breach and Termination for Cause.** In the event of a party's failure to comply with a term of this MOU, the non-breaching party will provide notice to the breaching party of the breach. Upon thirty (30) days after such notice, if such breach is not cured to the non-breaching party's satisfaction, the non-breaching party may proceed to termination by serving a notice of termination upon the breaching party, which shall immediately terminate this MOU.

A breach of Social Security Number, client information, confidentiality, and/or security requirements will be cause for immediate termination of the agreement.

8.3 **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this MOU or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

## **IX. NOTICES**

Any notice required to be given under this contract shall be sent to the sole point of contact by certified mail with postage prepaid, by email, or by fax. A notice sent by email is effective when the recipient acknowledges receiving the email. Each party's sole point contact for inquiries from the other party regarding this MOU is as follows:

**For HHSC:**

Foster Grandparent Program Project Director  
909 West 45<sup>th</sup> Street  
Austin, Texas 78751  
E-mail: fgpfiscalspt@hhsc.state.tx.us  
Fax: (512) 206-5157

**For VS:**

Texas Juvenile Justice Department  
PO Box 127557  
Austin, TX 78711  
Email: Robert.Fischer@tjjd.texas.gov  
Fax: (512) 490-7140  
Attention: Robert Fischer Asst. Superintendent of  
Education for TJJJ

**X. GENERAL TERMS**

**Amendments.** This MOU may be amended or modified by the consent of both parties at any time during its term. Amendments to this MOU must be in writing and signed by the HHSC and the VS. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on the HHSC unless approved in writing by an authorized representative of the HHSC.

**XI. ASSIGNMENT**

Neither party shall assign any right, benefit or duty under this MOU without the other party's prior written consent.

**TEXAS HEALTH AND HUMAN  
SERVICES COMMISSION**

**TEXAS JUVENILE JUSTICE  
DEPARTMENT**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Name: Kim Schenck

Name: Camille Cain

Title: Associate Commissioner

Title: Executive Director

Date Signed: 11-13-2020

Date Signed: 12/4/2020

**THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE:**

**HHSC GRANTEE UNIFORM TERMS AND CONDITIONS  
VENDOR GENERAL AFFIRMATIONS**