

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
AND
TEXAS JUVENILE JUSTICE DEPARTMENT**

1. INTRODUCTION AND PRELIMINARY CONSIDERATIONS

1.1. This Memorandum of Understanding (MOU) is entered into between the Texas Department of Family and Protective Services (DFPS) and the Texas Juvenile Justice Department pursuant to the authority granted to the Parties via Texas Human Resource Code §40.064.

1.2. Purpose

The purpose of this MOU is to exchange information to determine the number of youth committed to TJJD who are currently in DFPS foster care or who were previously in DFPS foster care and the number of times the youth was placed into DFPS foster care in order to assist TJJD in compliance with Texas Human Resource Code §243.008.

1.3. Background

1.3.1. DFPS is the state agency established to investigate reports of abuse and neglect of children in the State of Texas and to establish conservatorship of the child when necessary.

1.3.2. TJJD is the state agency that manages secure facilities, halfway houses, and parole services which provide rehabilitation to those youth who have committed felony offenses and have exhausted their options in the county, resulting in commitment.

2. TERM

2.1. This MOU is effective upon the date signed by DFPS, after first having been signed by TJJD and will continue unless either party terminates the MOU by written notice.

3. REQUIREMENTS AND OBLIGATIONS OF PARTIES

3.1 TJJD OBLIGATIONS:

3.1.1 By October 1, 2017, and on each even-numbered year thereafter, if necessary, TJJD will send DFPS the following identifying information of youth who are committed to TJJD:

- First, middle, and last name;
- Date of Birth;
- Last four social security number; and

- Medicaid number, if known.

3.2 DFPS OBLIGATIONS:

3.2.1 Once DFPS receives the names of the youth and the identifying information, DFPS will run a match to identify the youth who were formerly in DFPS foster care and who are currently in DFPS foster care. For purposes of this MOU, foster care means a 24-hour substitute care for children placed away from their parents or guardians and for whom the title IV-E agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, Tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made.

3.2.2 If a match exists, DFPS will confirm if the youth is:

- Currently in DFPS foster care; and/or
- Has previously been in DFPS foster care and the number of times the youth was in foster care;

4. FINANCIAL

4.1 MOU AMOUNT – COST RESPONSIBILITIES

The Parties are responsible for their respective costs for performance under this MOU.

4.2 FEDERAL AND STATE FUNDING

It is expressly understood that any and all of DFPS's obligations are contingent upon the existence of a state plan approved by the United States Department of Health and Human Services and on the availability of Federal Financial Participation for the activities described in this MOU. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, DFPS shall promptly notify TJJD of this fact in writing, and this MOU shall terminate immediately.

5. MOU MANAGEMENT

5.1 NOTICE

5.1.1 Any notice required or permitted to be given under this MOU by one party to the other party shall be in writing and shall be addressed to TJJD or DFPS at the addresses specified below. Notice shall be deemed to have

been given immediately if delivered in person or mailed to the recipient's address specified below.

- 5.1.2 The address for DFPS for all notices and all purposes under this MOU shall be:

Larry Burgess
Texas Department of Family and Protective Services
P.O. Box 149030
MC W-157
Austin, Texas 78714-9030

With copies to:

Debra Emerson
Texas Department of Family and Protective Services
P.O. Box 149030
MC W-157
Austin, Texas 78714-9030

- 5.1.3 The address for TJJD for all notices and all purposes under this MOU shall be:

Rebecca Walters
Texas Juvenile Justice Department
11209 Metric Boulevard, Building H, Suite A
Austin, TX 78758

With copies to:

Karol Davidson
Texas Juvenile Justice Department
11209 Metric Boulevard, Building H, Suite A
Austin, TX 78758

Ashley Montez
Texas Juvenile Justice Department
11209 Metric Boulevard, Building H, Suite A
Austin, TX 78758

5.2 MOU MANAGER

- 5.2.1 DFPS and TJJD each agree to maintain specifically identified personnel for matters pertaining to the requirements and terms of this MOU during the term of this MOU. The MOU Manager named by DFPS shall serve as the initial point of contact for any inquiries made pursuant to this MOU by TJJD and respond to any such inquiries by the TJJD. The MOU Manager named by TJJD shall serve as the initial point of contact for any inquiries

made pursuant to this MOU by DFPS and respond to any such inquiries by DFPS.

5.2.1.1 The DFPS MOU Manager

The DFPS MOU Manager will be Larry Burgess. The DFPS MOU Manager may be contacted at Lawrence.Burgess@dfps.state.tx.us and has the authority to:

- make decisions regarding the deliverables required by this MOU;
- serve as the day-to-day point of contact;
- coordinate meetings with TJJD; and
- investigate complaints and issues.

The DFPS MOU Manager shall have no authority to agree to any MOU amendment.

5.2.1.2 TJJD MOU Manager

TJJD's MOU Manager will be Ashley Montez. The MOU Manager may be contacted via e-mail at Ashley.Montez@tjjd.texas.gov and has the authority to:

- make decisions regarding the deliverables required by this MOU;
- serve as the day to day point of contact;
- coordinate meetings with the DFPS; and
- investigate complaints and issues.

The TJJD MOU Manager shall have no authority to agree to any MOU amendment.

6. CONFIDENTIALITY AND SECURITY OF INFORMATION

6.1 Confidentiality

6.1.1 DFPS and TJJD shall comply with all state and federal standards regarding the protection and confidentiality of information as currently effective, subsequently enacted, or as may be amended. If DFPS or TJJD stores, collects, or maintains any data, then such data will be password protected and all appropriate safeguards will be taken to ensure the safety and confidentiality of the data.

6.1.2 In the event of a confidentiality or security breach of DFPS or TJJD information, the breaching party's MOU Manager shall initiate risk mitigation and notify the other party's MOU Manager by telephone and by e-mail within one (1) hour of discovering or having any reason to believe

that there has been, any physical, personnel, system, or information security breach. The breaching party's MOU Manager shall provide the other party's MOU Manager with a description of the security breach and the initial risk mitigation steps taken. The other party's MOU Manager will then process the notification through the appropriate party within their agency.

6.1.3 Both DFPS and TJJJ agree to share information obtained from the other with any other party only for the purposes contained in this MOU.

7. AMENDMENT

This MOU may be amended only in writing by an instrument signed by DFPS and TJJJ.

8. TERMINATION

Either party may terminate this MOU immediately without cause by furnishing the other party written notice of the date of termination to the appropriate contact party named herein or their designate.

8.1 CHANGE IN LAW

If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this MOU, and if the parties cannot agree to an amendment that would enable substantial continuation of the MOU, the parties shall be discharged from any further obligations under this MOU upon ten (10) business days written notice.

8.2 SURVIVAL OF TERMS

Termination of this MOU for any reason shall not release the DFPS or TJJJ from adherence to any state or federal laws regarding release of confidential information.

9. TERMS AND CONDITIONS

9.1 NO IMPLIED AUTHORITY

Any authority delegated to one party by the other party is limited to the terms of this MOU. DFPS and TJJJ shall not rely upon implied authority and specifically is not delegated authority under this MOU to:

- (1) Make public policy;
- (2) Promulgate, amend, or disregard DFPS or TJJJ program policy; or
- (3) Unilaterally communicate or negotiate, on behalf of the other party, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, DFPS and TJJJ are required to

cooperate fully in communications and negotiations with federal and state agencies, as directed by TJJJ and DFPS.

9.2 NEWS RELEASES OR PRONOUNCEMENTS MUTUAL

News releases pertaining to this MOU, publications, declarations, and any other pronouncements by TJJJ or DFPS using any means or media pertaining to this MOU must be approved in writing by the respective parties to this agreement prior to public dissemination.

9.3 NO WAIVER OF SOVEREIGN IMMUNITY

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS MOU IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE PARTIES OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THEY MAY HAVE BY OPERATION OF LAW.

9.4 SEVERABILITY

If any provision of this MOU is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the MOU as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

9.5 APPLICABLE LAW AND VENUE

DFPS and TJJJ agree that this MOU in all respects shall be governed by and construed in accordance with the laws of the State of Texas.

9.6 ENTIRE AGREEMENT

This document represents the entire agreement between the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this document.

IN WITNESS WHEREOF the parties have caused this MOU to be executed in duplicate originals. Such originals shall together constitute only one instrument.

DEPARTMENT OF FAMILY AND
PROTECTIVE SERVICES

By: 
Kristene Blackstone
Assistant Commissioner
Child Protective Services

Date: 12.12.17

TEXAS JUVENILE JUSTICE
DEPARTMENT:

By: 
David Reilly
Executive Director
Texas Juvenile Justice Department

Date: 12/14/17