

**INTERAGENCY COOPERATION CONTRACT
TJJD CONTRACT NUMBER: CON0001428**

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Texas Juvenile Justice Department (TJJD) are contracting under the authority of Texas Government Code Chapter 771 (the Interagency Cooperation Act).

DPS certifies that it has the authority to contract for the services agreed upon by the authority granted in Texas Government Code Chapter 411 and Texas Transportation Code Chapter 521.

TJJD certifies that it has the authority to contract for the services agreed upon by the authority granted in Texas Human Resources Code Chapter 201.

II. BACKGROUND AND PURPOSE

Facilitate the issuance of identification cards (ID) or driver licenses (DL) which will establish an identity for Minor Offenders prior to their discharge or release.

III. STATEMENT OF SERVICES

A. Both parties understand or will perform the following.

- i. Develop written procedures for the request, submission, and verification of identification and residency documents.
- ii. Provide reports to participating Entities on the status of implementation, activities, including data on the information requested, the number of documents generated, barriers encountered, and related outcomes, as requested.
- iii. Meet at least quarterly to discuss implementation activities and recommendations for improving the process for identity verification and document production.
- iv. Review technology capabilities necessary to maintain an electronic process for verification and notification of an eligible Minor Offender's identity for issuing a state-issued DL or ID card.
- v. Identify barriers that impact the issuance of Minor Offender identification documents and submit findings and recommendations to policymakers.
- vi. Agree to report any changes in state or federal rules, policies, regulations, or standards to each other.

B. DPS understands or will perform the following.

- i. DPS will process the issuance of State of Texas identification cards (ID) and driver licenses (DL) for eligible Minor Offenders.

- ii. Accept an electronic file with required data: a signed application DL-14B (Attachment B), personal identification documents in compliance with the approved Acceptable Identification Documents (Attachment A), Inmate Residency Verification form (Attachment C), Minor Offender photo, signature, and fingerprints to process eligible TJJJ Minor Offender applicants. Images for the portrait, signature, and fingerprints must be captured within 48 hours of submitting the application to DPS.
 - iii. Establish a process using the Inmate Residency Verification form (Attachment C) to accept the Minor Offender's intended address to be listed on the ID or DL card.
 - iv. Maintain an online process and web portal to facilitate TJJJ identification applications.
 - v. Notify TJJJ of any rejected applications within five business days.
- C. TJJJ understands or will perform the following.
- i. TJJJ will establish a process to determine an eligible Minor Offender's true identity by entering into a contract with the Department of State Health Services' Vital Statistics Section to obtain birth certificates of Minor Offenders committed to TJJJ Facilities.
 - ii. Establish a process to address any discrepancies with information that may be contained on an eligible Minor Offender's birth certificate, TJJJ identification card, and Social Security card so that all information on the documents are consistent. Variances must be supported by legal documents verifying the difference. In the event a Minor Offender's name cannot be verified, the Minor Offender is not a US citizen, TJJJ cannot obtain a copy of the Minor Offender's birth certificate, or the Minor Offender was not a resident of the State of Texas prior to incarceration, TJJJ will not submit an application for a State of Texas DL or ID card.
 - iii. Establish a process for requesting and obtaining a birth certificate no more than six months and no less than two months of an eligible Minor Offender's projected release date if the Minor Offender's DL or ID card will expire after no more than 24 months of release.
 - iv. Establish a process for requesting and obtaining a Social Security card for all eligible Minor Offenders who are scheduled to be released in no more than 12 months and no less than two months. In the event a Social Security card has been requested but not received prior to the release of the Minor Offender, TJJJ may submit an Inmate Residency Verification form (Attachment C) to provide DPS with the required information to electronically verify the Minor Offender's Social Security number.
 - v. Establish a process using the Inmate Residency Verification form (Attachment C) to provide the Minor Offender's intended address to be listed on the DL or ID card.
 - vi. Establish a process to determine the current status of a Minor Offender's DL or ID card to determine when it expires. If a Minor Offender's term of confinement ends prior to the expiration, TJJJ will document status in a shared Minor Offender data file.

- vii. Establish an internal process to record identification verification and type of documents on hand for agency personnel to access for information purposes.
- viii. Monitor and track the number of eligible Minor Offenders released with verified identification documents and report findings to the Legislature.
- ix. Provide DPS with (1) a signed application DL-14B (Attachment B), (2) personal identification documents in compliance with the approved Acceptable Identification Documents (Attachment A), (3) Inmate Residency Verification form (Attachment C), (4) Minor Offender photo, (5) signature, and (6) fingerprints to process eligible TJJJ Minor Offender applicants. Images for the portrait, signature, and fingerprints must be captured within 48 hours prior to submitting the application to DPS.
- x. Reimburse DPS for expenses incurred for obligations under this IAC to include the programming costs and yearly maintenance fee for the web portal for issuance applications. All issued personal identifying documents will incur a fee of \$5.00 for an original or renewed ID card or renewed DL card. If an existing DL or ID card is replaced, the statutory fee of \$10.00 will be incurred. Original DL cards will not be issued.
- xi. Provide DPS with an agreed-upon notification of certification on electronic information submitted and an explanation of variations among Minor Offender information as needed.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

- A. TJJJ must pay DPS an amount not to exceed \$50,000.00 for issuing ID or DL cards with an average cost formula of \$5.00 per card for up to 7,000 cards. DPS will not be obligated to issue ID or DL cards beyond the 7,000 maximum unless the parties agree to a Contract amendment providing the additional funding.
- B. TJJJ must pay DPS an amount not-to-exceed \$10,000 for annual programming maintenance.
- C. DPS will verify Social Security numbers at no cost.
- D. The total amount of this Contract will not exceed \$60,000.00
- E. Implementation of this Contract is subject to the availability of appropriated funds. The parties will jointly work to ensure that appropriated funds are available for this purpose.

V. PAYMENT FOR SERVICES

- A. TJJJ must pay for services received under this Contract from appropriation items or accounts of TJJJ from which expenditures would normally be paid, based upon vouchers drawn by TJJJ payable to DPS. Payments received by DPS will be credited to its current appropriation items or accounts from which the expenditures of that character were initially made.

- B. Except for the payment of services related to programming, payment for all services performed by DPS will be billed on monthly invoices that include each Minor Offender's name and TJJD number.
- C. For payment purposes, DPS will submit to TJJD an invoice with the DPS Reoccurring Transaction Index (RTI) number (funds for transfer at the Treasury) or a Purchase Voucher (for deposit in the Treasury). DPS will submit the invoice or voucher to:

Billing
Texas Juvenile Justice Department
Accounts Payable
1711 San Jacinto Blvd., Suite 120
Austin, Texas 78701
Phone: 512-490-7130
Email: tjjdinvoice@tjjd.texas.gov

- D. Upon receiving a proper invoice, TJJD must pay DPS for services obtained with a voucher, direct deposit, interagency transfer, or another method as agreed upon by both parties and allowed by the Uniform Statewide Accounting System (USAS). TJJD must enter the payment information into USAS.

VI. TERM OF CONTRACT AND AMENDMENTS

This Contract is effective on the execution date. The Contract will terminate five years from that date or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This Contract may only be amended by mutual written agreement of the parties.

VII. NOTICE

The respective party will provide any required notice, as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

If to DPS: Kristy Watts
Department of Public Safety
Procurement and Contract Services
5805 North Lamar Blvd, Bldg. A
Austin, Texas 78752
Telephone Number: (512) 424-2448
Facsimile Number: (512) 424-5419
Email: kristy.watts@dps.texas.gov

With a copy to:

Kristin Benford
Department of Public Safety
5805 North Lamar Blvd, Bldg. A
Austin, Texas 78752-4422

Telephone Number: (512) 424-2707
Facsimile Number: (512) 424-5233
Email: Kristin.benford@dps.texas.gov

Mary Lloyd
Department of Public Safety
5805 North Lamar Blvd, Bldg. A
Austin, Texas 78752
Telephone Number: (512) 424-2008
Facsimile Number: (512) 424-5233
Email: mary.lloyd@dps.texas.gov

If to TJJD: Christian VonWupperfeld
Texas Juvenile Justice Department
1711 San Jacinto Blvd., Suite 120
Austin, TX 78701
Office: 512-490-7103
Christian.vonwuperfeld@tjjd.texas.gov

With a copy to:

Todd Novak
1711 San Jacinto Blvd., Suite 120
Austin, Texas 78701
Office: 512-490-7075
Todd.Novak@tjjd.texas.gov

VIII. CERTIFICATIONS

The parties certify that:

- A. The services or resources specified in this Contract are necessary and authorized for activities that are properly within the statutory functions and programs for each party;
- B. The proposed arrangements serve the interest of efficient and economic administration of state government; and
- C. The services or resources agreed upon are not required by Article XVI, Section 21 of the Texas Constitution to be provided under a contract awarded to the lowest responsible bidder.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

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| Texas Juvenile Justice Department Authorized Representative <i>Shandra Carter</i> Executive Director (Interim) |
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| Signature of Authorized Representative Date: 10/28/22 |

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| Department of Public Safety of the State of Texas Authorized Representative <i>Jeoff Williams</i> Deputy Director, Law Enforcement Services |
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| Signature of Authorized Representative Date: 11/07/2022 |