

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TEXAS JUVENILE JUSTICE DEPARTMENT AND  
THE SOCIAL SECURITY ADMINISTRATION OFFICE OF THE INSPECTOR GENERAL**

WHEREAS, the Office of Audit of the Social Security Administration Office of the Inspector General (SSA OIG), a governmental entity, has submitted a written request to the Texas Juvenile Justice Department (TJJD) on March 1, 2017, requesting confidential juvenile justice information collected and maintained by TJJD for statistical and research purposes; and

WHEREAS, under Texas Family Code Section 58.0072 (d)(2) a governmental entity may be given access to the aforementioned juvenile justice information pursuant to a specific agreement with TJJD;

NOW, THEREFORE, in consideration of the foregoing, TJJD and the SSA OIG enter into this Memorandum of Understanding (MOU) and the SSA OIG and TJJD agree as follows:

**I. REQUESTED JUVENILE JUSTICE INFORMATION**

The parties are entering into this MOU to facilitate the SSA OIG conducting a review to determine whether the Social Security Administration (SSA) has adequate controls in place to prevent improper Supplemental Security Income (SSI) payments to the legal guardians of institutionalized juveniles. The Social Security Act, Section 1611, 42 United States Code 1382(e)(1)(A) prohibits SSI payments to recipients while they are institutionalized. To assist the SSA OIG in conducting its review, TJJD shall provide the SSA OIG a list of juveniles who have been incarcerated for more than thirty (30) days as of December 31, 2016, that includes the name, date of birth, date of incarceration, and Social Security number (Data).

**II. PURPOSE**

TJJD authorizes the SSA OIG's access and will provide the requested Data, but only for the research and statistical purposes of accessing potential improper SSI payments. The SSA OIG will match these records with an SSA database to identify potential improper payments to legal guardians of institutionalized juveniles.

No other action or referral will be taken regarding a specific juvenile or their legal guardian based on the Data provided.

**III. SECURITY AND CONFIDENTIALITY**

The SSA OIG hereby acknowledges the confidential nature of the Data disclosed and agrees to comply with each and every restriction and obligation set forth herein. The SSA OIG further acknowledges and agrees that the disclosure of information by TJJD does not constitute a waiver of any applicable provisions or exceptions to disclosure under Chapter 58 of the Texas Family Code or Chapter 552 of the Texas Government Code, the Public Information Act.

**A. The SSA OIG shall:**

1. Take all necessary administrative and physical precautions to securely protect the Data provided pursuant to this MOU;
2. Use the Data provided only for the research, evaluative, or statistical purposes described in the written request incorporated herein by reference as **Attachment A**;

3. Be free to publish the results of research performed pursuant to this MOU, excluding Data that specifically identifies individuals;
4. Limit access to the Data to those employees or associates whose responsibilities cannot be accomplished without such access;
5. Notify TJJJ of any material changes in the purposes or objectives for the requested Data or the manner in which the Data will be used within 30 days;
6. Except as specifically and absolutely required for the purposes provided herein, prohibit the disclosure of Data in any form which identifies an individual;
7. Prohibit the unnecessary disclosure, access, distribution, review, copying, or duplication of the Data provided;
8. Secure a written agreement that contains a provision that restricts removal and portability of the Data by an employee or associate after his or her affiliation, association, or employment with the SSA OIG has ended; and
9. Destroy any and all Data when the stated research, evaluative, or statistical purpose has been completed and is no longer needed for the review.

**B. The SSA OIG shall not:**

1. Except as specifically and absolutely required for the purposes provided herein, disclose the Data in a form which is identifiable to an individual in any report or in any other manner whatsoever; or
2. Make copies of any of the Data provided other than what is absolutely necessary for research, evaluative, or statistical purposes or directly or indirectly transfer, disseminate, or disclose data files, electronic data, physical records, or copies of any Data to any person, firm, other business, or governmental entity for any purpose without TJJJ's prior written consent.

#### **IV. RIGHT TO MONITOR RESEARCH ACTIVITIES**

To the extent permitted by law, TJJJ shall have the right, at any time, to monitor, audit, and/or review the activities and policies of the SSA OIG (or any person or entity granted access to the Data pursuant to this MOU) regarding its treatment of the Data in order to assure compliance with this MOU. TJJJ reserves the right to review any and all publications using the Data, including, but not limited to, research findings and reports, prior to dissemination or publication.

#### **V. TERMINATION**

In the event that the SSA OIG or TJJJ fails to comply with any term of this MOU, TJJJ or the SSA OIG shall have the right to take such actions as it deems appropriate, including, but not limited to, termination of this MOU with 30 days written notice to the other party. If TJJJ or the SSA OIG terminates this MOU, the SSA OIG (and/or any person or entity granted access to the Data) shall return all Data to TJJJ, including all originals, copies, extracts, or other forms and/or formats. The confidentiality provisions contained herein shall survive upon termination of the MOU.

#### **VI. HOLD HARMLESS**

To the extent permitted by Federal law, regulations, and guidance, and subject to the availability of appropriations, the SSA OIG shall be liable for, and hold harmless the TJJD, its agents, officers, and employees for any misuse or misappropriation by any SSA OIG employees, servants, agents, or contractors of any personal information in a record obtained from TJJD.

TJJD makes no representations or warranties, express or implied, as to the accuracy and completeness of the information disclosed. The SSA OIG acknowledges and agrees that TJJD shall not be responsible for the SSA OIG's reliance on the Data provided. There are no costs charged by either party for performance or otherwise providing data under this MOU.

#### **VII. GOVERNING LAW, VENUE, AND SANCTIONS**

The parties agree that this MOU shall be governed by and construed in accordance with the Federal laws of the United States of America. In any legal action arising from this MOU, the Federal laws shall apply and venue shall be in an appropriate Federal court.

The SSA OIG further acknowledges and agrees that failure to comply with the terms of this MOU, including any misuse or wrongful disclosure of Data, may result in termination (as set forth above) of this MOU and/or administrative or legal action.

#### **VIII. GENERAL**

This document constitutes the complete and final agreement between TJJD and the SSA OIG. Any other oral or written agreements between the parties concerning the subject matter of this MOU are of no force or effect after the effective date of this MOU. The SSA OIG and TJJD agree that any modifications or amendments to this MOU must be in writing, signed by all parties, and expressly made a part of this MOU. Neither this MOU nor any duties or obligations herein shall be assignable by the SSA OIG without express prior written approval from TJJD.

**IN WITNESS WHEREOF**, the parties to this MOU through their duly authorized representatives have executed this MOU as of the day and year last below written.

**For the Texas Juvenile Justice Department:**

[Redacted Signature]

David Reilly, Executive Director

7/11/17  
Date

**For the Social Security Administration Office of the Inspector General:**

[Redacted Signature]

Kim Byrd, Deputy Assistant Inspector General for Audit

6/20/17  
Date