



# COMMISSIONERS COURT CONTRACT FORM

## CONTRACT SUMMARY

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**Request approval of and authorization for the County Judge to sign Memorandum of Understanding for the Crossover Project between El Paso County, on behalf of the El Paso County Juvenile Probation Department and the Texas Department of Family and Protective Services (DFPS) to coordinate services to prevent duplication and improve the designing of services for youth. This MOU shall be effective upon execution. This MOU has been reviewed as to form by the County Attorney's Office (2012-0462).**

## BASIC CONTRACT DETAILS

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CONTRACT NO.: 2012-0462

CONTRACT TITLE: Crossover Court MOU with TDFPS

SECOND PARTY: State of Texas, Department of Family and Protective Services

CONTRACT TYPE: Memorandum of Understanding

## TERM AND BUDGET DETAILS

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TERM: Perpetual (No Expiration Date)

EXTENSION OPTIONS (If Applicable): Annual Renewal - Automatic

EFFECTIVE DATE: October 01, 2012

EXPIRATION DATE (If Applicable): September 30, 2013

EXTENSION DEADLINE DATE (If Applicable):

AMOUNT: 0.00

## APPROVALS

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### COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Christina Sanchez

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable):

DATE: March 26, 2013

### DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Roger Martinez

DEPARTMENT CONTACT: Martinez, Roger

DEPARTMENT: Juvenile Board (not strictly County)

DATE: June 04, 2013

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES  
AND  
EI PASO COUNTY JUVENILE PROBATION 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 El Paso County Juvenile Probation Department (EPJPD). DFPS enters into this MOU pursuant to the authority under 42 U.S.C. §671(a)(8)(A) to further the administration of the Title IV-E state plan; 40 TAC §700.203(a)(5); Texas Family Code §58.0052; and Texas Health and Safety Code §614.017. EPJPD enters into this MOU pursuant to the authority under Texas Family Code §58.0052 and the Texas Health and Safety Code §614.017.

1.2. Purpose

The purpose of this MOU is to acknowledge the commitment of both agencies to work together to coordinate services to prevent duplication and improve the designing of services for youth. This involves:

- A regular electronic data sharing process between the agencies to facilitate the timely sharing of limited case identifying information on open DFPS conservatorship cases so that the automation systems of both agencies can have appropriate references to the other agency;
- Coordinating service planning for the care of youth that are in the conservatorship (temporary managing conservatorship and permanent managing conservatorship) of DFPS and who are also involved with the juvenile justice system including the sharing of certain case information by both parties; and
- Coordination between DFPS and EPJPD for participation in the Crossover Youth Practice Model (CYPM), a project of the Georgetown University's Center for Juvenile Justice Reform (CJJR) and Casey Family Programs. This project includes a research component.

1.3 References

All references in this MOU to DFPS shall mean DFPS's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform MOU Services on DFPS's behalf.

All references in this MOU to EPJPD shall mean EPJPD's officials, employees, agents consultants, subcontractors, and representatives, and all other persons that perform MOU Services on EPJPD's behalf.

#### 1.4. Background

1.4.1. DFPS is the state agency established to investigate reports of abuse and neglect of children in the State of Texas. DFPS through its Child Protective Services Division (CPS) is required to remove children from homes where unsafe conditions exist. DFPS places children removed from their homes in foster care and seeks legal application to be named the Temporary Managing Conservator for the children.

1.4.2. EPJPD is the entity that is responsible for the supervision of youth who are placed on probation and for providing care for youth in its custody or for youth placed in a non-community setting after adjudication.

## 2. **TERM**

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

## 3. **REQUIREMENTS AND OBLIGATIONS OF BOTH PARTIES IN REGARD TO OPEN DFPS CONSERVATORSHIP CASES**

3.1 Weekly Electronic Data Exchange. Subject to EPJPD providing a secure county server, DFPS shall electronically transfer the following information on youth ages 10 through 17 who are either in temporary or permanent managing conservatorship of DFPS onto the EPJPD's secure server on a weekly basis if the youth has been removed from a home located in El Paso County or are in a DFPS placement in El Paso County:

- Last name, first name, and middle name;
- Date of birth;
- Gender;
- Last four (4) digits of youth's social security number;
- Ethnicity;
- DFPS person identification number;
- Suffix (youth);
- DFPS placement address;
- DFPS placement facility;
- Placement type or living arrangement;
- Placement County;
- Legal County;
- Legal Region;
- Temporary or permanent conservatorship status;
- Date the placement started;
- Date the placement ended;
- Caseworker's name and phone number;
- Supervisor's name and phone number; and
- Temporary or permanent managing conservatorship status start date.

- 3.2 EPJPD will run a match for youth who are currently detained, on probation, or are otherwise under the authority of EPJPD.
- 3.3 Once it is confirmed that a match exists, DFPS will release information to EPJPD as allowable under state and federal law.
- 3.4 Once it is confirmed that a match exists, EPJPD will release information to DFPS as allowable under state and federal law.
- 3.5 EPJPD agrees to provide a space on the EPJPD server that is secure and that only designated EPJPD staff will access. EPJPD also agrees to develop an automated data match program within forty-five (45) days after this MOU is executed that matches the DFPS information from the server to information in the EPJPD data base for youth who are under the EPJPD's jurisdiction.
- 3.6 EPJPD agrees that once the automated program is in place that EPJPD staff will not visually access the information contained on the server in any manner. EPJPD also agrees that no information will be electronically or manually copied on any DFPS client, unless it is confirmed that the youth is also an EPJPD client, that is, a youth under the authority of EPJPD. EPJPD agrees to destroy all information that is not the information of an EPJPD client once the automated match program is run and within seven (7) days of receipt of the data.
- 3.7 While all nineteen (19) elements will be sent to EPJPD at one time in order to preserve DFPS resources, EPJPD agrees to not access any of the elements that are not the elements used for identification until a match is confirmed.
- 3.8 Both DFPS and EPJPD will coordinate service planning for the care and protection of youth that are in the conservatorship of DFPS and who are also involved with the juvenile justice system through the sharing of certain case information as provided for in sections 3.3 and 3.4 and participation in service planning staffings in order to coordinate efforts of both parties, develop appropriate services for the youth, and monitor the youth's process.

#### **4. REQUIREMENTS AND OBLIGATIONS OF BOTH PARTIES IN REGARD TO THE CROSSOVER YOUTH PRACTICE MODEL (CYPM) PROJECT**

- 4.1 The Crossover Youth Practice Model (CYPM) is a project involving Georgetown University and Casey Family Programs. The project is designed to use the results of research to develop more effective ways in which services and care can be coordinated, including the sharing of information, between the child protective agency and the local juvenile probation department when a youth is involved with both agencies. Having agreed to participate in the CYPM project, it is necessary that DFPS and EPJPD coordinate efforts to achieve identified goals in this project.
- 4.2 Both DFPS and EPJPD may agree to provide professional staff to work, jointly as a team in providing for the assessment, service provision, and monitoring of court

orders affecting juveniles who are involved with the juvenile justice system and who are currently in the conservatorship of DFPS.

- 4.3 Both DFPS and EPJPD may agree to meet on a regular basis to provide consistent communication between the respective agencies and to evaluate the overall achievement of services being provided and establish necessary guidelines for program accountability.
- 4.4 The DFPS region may enter into an agreement with EPJPD for specific actions, requirements, or commitments by both parties to assist with the Cross Over Youth Project. Any such agreement must be consistent with federal laws, state laws, and DFPS policy, as well as be approved by State Office Program staff. Any such agreement cannot authorize the release of DFPS information that is beyond what is allowed by this MOU.

## **5. CONFIDENTIALITY AND SECURITY OF INFORMATION**

- 5.1 DFPS and EPJPD 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 and EPJPD store, collect, or maintain 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.
- 5.2 In the event of a confidentiality or security breach of either party's information, the 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 MOU Manager shall provide the other party's Manager with a description of the security breach and the initial risk mitigation steps taken. Each party will develop its own internal notification process so that the appropriate agency officials are alerted if a confidentiality or security breach occurs.
- 5.3 DFPS and EPJPD agree to use any information obtained through this MOU only for the purposes contained within this MOU. Information gained from the other party will only be re-released as consistent with applicable federal and state law. This includes 40 TAC §700.203(g) which applies the same restrictions on disclosure of confidential records released by DFPS to re-disclosure by the individual or entity that obtains the documents from DFPS. However, 40 TAC §700.203(g) would not be applicable to information released by DFPS under Texas Family Code §58.0052, if the information is to be re-released to another juvenile service provider.
- 5.4 EPJPD will not release any information obtained from DFPS to any outside party conducting research that contains identifiable information. This includes research being conducted as part of the Youth Cross Over Project or any other research project where DFPS information is involved.

## **6. FINANCIAL**

### **6.1 MOU AMOUNT – COST RESPONSIBILITIES**

The parties are responsible for their respective costs for performance under this MOU. Both DFPS and EPJPD agree to waive any fees as allowable under Texas Family Code §58.0052(h)(2).

### **6.2 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 EPJPD of this fact in writing, and this MOU shall terminate immediately.

## **7. MOU MANAGEMENT**

### **7.1 NOTICE**

7.1.1 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 EPJPD at the address specified below. Notice shall be deemed to have been given immediately if delivered in person or mailed to the recipient's address specified below.

7.1.2 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

7.1.3 The address for EPJPD for all notices and all purposes under this MOU shall be:

Veronica Escobar  
El Paso County Judge  
El Paso County Courthouse  
500 E. San Antonio, Room  
El Paso, TX 79901

With copies to:

Roger Martinez  
Chief Juvenile Probation Officer  
El Paso County Juvenile Justice Center  
6400 Delta Drive  
El Paso, TX 79905

## **8.2 MOU MANAGER**

8.2.1 DFPS and EPJPD 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 EPJPD and respond to any such inquiries by the DFPS. The MOU Manager named by EPJPD 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.

### 8.2.1.1 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](mailto: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 or designate a person to do so;
- coordinate meetings with EPJPD or designate a person to do so; and
- investigate complaints and issues.

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

### 8.2.1.2 EPJPD MOU Manager

EPJPD's MOU Manager will be Janel Morgan. The MOU Manager may be contacted via e-mail at [JMorgan@epcounty.com](mailto:JMorgan@epcounty.com) 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 EPJPD MOU Manager shall have no authority to agree to any MOU amendment.

## **9. AMENDMENT**

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

## **10. 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.

### **10.1 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.

### **10.2 SURVIVAL OF TERMS**

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

## **11. TERMS AND CONDITIONS**

### **11.1 NO IMPLIED AUTHORITY**

Any authority delegated to one party by the other party is limited to the terms of this MOU. DFPS and EPJPD 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 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 the EPJPD are required to

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

11.2 NEWS RELEASES OR PRONOUNCEMENTS MUTUAL

News releases pertaining to this MOU, publications, declarations and any other pronouncements by EPJPD 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.

11.3 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.

11.4 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.

11.5 APPLICABLE LAW AND VENUE

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

11.6 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.

**Attest:**

**COUNTY OF EL PASO  
STATE OF TEXAS**

\_\_\_\_\_  
Delia Briones  
El Paso County Clerk

\_\_\_\_\_  
Veronica Escobar, County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date

**DEPARTMENT OF FAMILY AND  
PROTECTIVE SERVICES**

**EL PASO COUNTY JUVENILE  
PROBATION DEPARTMENT**

\_\_\_\_\_  
Audrey Deckinga  
Assistant Commissioner  
Child Protective Services

\_\_\_\_\_  
Roger Martinez  
Chief Juvenile Probation Officer

Date: \_\_\_\_\_  
**(Signer must have legal authority to  
Bind Corporation)**

Date: \_\_\_\_\_