

MEMORANDUM OF UNDERSTANDING BETWEEN THE
TEXAS DEPARTMENT OF FAMILY
AND PROTECTIVE SERVICES
AND
[Insert name of Center]
Amended February 2018

I. PURPOSE

This agreement is between the Texas Department of Family and Protective Services, Child Protective Investigations (CPI) Region ____, Child Protective Services (CPS) Region __, Adult Protective Services (APS) District _____, collectively referred to herein as DFPS, and the Family Violence Center [insert name of Center and area served], hereafter Center. The purpose of this agreement is to establish policies and procedures to facilitate cooperation between DFPS and the Center in the areas described below.

II. DEFINITIONS

As used in this MOU, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned in the attached glossary.

III. ASSESSMENT

A. *The Center agrees to:*

1. Report child abuse or neglect disclosed during intake;
2. Report abuse, neglect or exploitation of an adult who is disabled or is age sixty-five or older (collectively, a "covered adult," as defined in the glossary) disclosed during intake;
3. Observe physical or behavioral signs for evidence of abuse or neglect of children or covered adults and for evidence of, or information regarding, exploitation of covered adults; and
4. Document assessment information obtained according to Title 1 Chapter 379 of the Texas Administrative Code, the rules and regulations of the Health and Human Services Commission (HHSC), the Family Violence Prevention and Services Act, the Victim of Crime Act, the Violence Against Women Act, Chapter 93 of the Texas Family Code.

B. *DFPS agrees to:*

1. Screen DFPS cases for the presence of family violence;
2. Observe physical or behavioral signs of family violence;

3. Document family violence according to Section 40.0521(a) of the Texas Human Resources Code, department rule, and policy;
4. Inform, but not mandate, a victim of family violence of available family violence services; and
5. Inform perpetrators of family violence of accredited Battering Intervention and Prevention Programs (BIPPs, as defined in the glossary).

IV. REPORTING AND REFERRALS

Section 261.101 of the Texas Family Code requires persons to report suspected abuse or neglect of children. Section 48.051 of the Texas Human Resources Code requires persons to report suspected abuse, neglect, or exploitation of covered adults (as defined in the glossary).

A. *The Center agrees* to ensure that abuse, neglect, and exploitation are reported to DFPS in the following situations and in the following manner:

1. For child abuse or neglect,
 - a. If the parent or child indicates that abuse or neglect has occurred, Center staff will encourage and offer to assist the parent to report the abuse or neglect to DFPS.
 - b. Center staff having cause to believe that a child is being, has been, or may be abused or neglected shall report to DFPS as required by Section 261.101 of the Texas Family Code and provide the following information if known:
 - i) The name and address of the child;
 - ii) The name and address of the person responsible for the care, custody, or welfare of the child; and
 - iii) Any other pertinent information concerning the alleged or suspected abuse or neglect.
2. For abuse, neglect, or exploitation of a covered adult,
 - a. If a covered adult indicates that he or she is in the state of abuse, neglect, or exploitation, Center staff will encourage and offer to assist the adult to report the abuse, neglect, or exploitation to DFPS.
 - b. Center staff having cause to believe that a covered adult is in the state of abuse, neglect, or exploitation shall report to DFPS as required by Section 48.051 of the Texas Human Resources Code and provide the following information if known:
 - i) The name, age, and address of the covered adult;
 - ii) The name and address of any person responsible for the covered adult's care;
 - iii) The nature and extent of the elderly or disabled person's condition;
 - iv) The basis of the reporter's knowledge; and
 - v) Any other relevant information.

B. *DFPS agrees* to ensure that individuals whose safety may be jeopardized due to family violence receive accurate information regarding family violence. If DFPS clients indicate that they are experiencing family violence, the caseworker will:

1. Distribute written information, printed in English and Spanish, to the client regarding family violence services available in the community, including shelter and nonresidential services, as required by Section 40.0521(b), Texas Human Resources Code;
2. In addition to the child safety plan, create a plan of safety that addresses the needs of the adult victim of family violence. The plan will include the basics of a standard family violence safety plan (as defined in the glossary);
3. Contact the Center liaison if the client desires to access the Center's services or if the DFPS caseworker has referred the client to the Center;
4. For any ongoing open DFPS case, address issues relating to family violence in any plan of service for the child, adult victim of family violence, and the perpetrator of family violence;
5. Inform a covered adult who has the capacity to consent as defined in Texas Administrative Code §705.1001 (see glossary for full definition), that he/she has the right to refuse services offered by APS unless they are an immediate harm to themselves or others; and
6. Assist the individual in identifying the least restrictive placement if the covered adult will be removed and chooses not to go to a family violence Center.

V. INVESTIGATIONS

When DFPS receives an allegation of abuse or neglect of a child or abuse, neglect, or exploitation of a covered adult (as defined in the glossary) who may be residing at the Center, the following procedures are agreed to promote effective investigations within the limits of each agency's legal authority and responsibility.

A. While following state and federal confidentiality requirements and Texas law related to victim privilege, *the Center agrees:*

1. To verify that the person requesting access to a parent, child, or covered adult is a DFPS caseworker. In some cases, the child may be in the legal conservatorship of DFPS even though currently residing at the shelter with a parent or family member; in those cases, the Center may verify the agency's conservatorship before allowing access to the child without the parent or family member's consent;
2. After verifying the identity of the DFPS caseworker, ensure the liaison or designee at the Center responds to the call or request in a timely manner;
3. That the liaison or designee will notify the parent or covered adult and assist in arranging an interview with the parent and children or covered adult, if residing in the Center; and
4. If the Center made the report, review with DFPS the information that constituted the report of suspected abuse, neglect or exploitation; make reasonable attempts to notify victims affected by the disclosure; and take steps necessary to protect the victim's privacy and safety.

B. *DFPS agrees to:*

1. Respect the Center's state and federal confidentiality requirements and Texas law related to victim privilege;
2. Contact the liaison or designee at the Center to request an interview with the client and/or children or covered adult;
3. Expect Center staff to verify that the person requesting an interview is a DFPS caseworker;
4. Attempt to arrange through the Center liaison or designee an interview with the client and/or children or covered adult at an agreed location; and
5. Interview any Center staff person who has first-hand knowledge of relevant information pertaining to the reported incident of abuse or neglect. Additional information outside the reported incident of abuse or neglect will require a signed release of information (as defined in the glossary) between the parent/caregiver/covered adult and the family violence center.

VI. COMMUNICATIONS

Both DFPS and the Center have strict confidentiality and privilege laws and rules governing the release of information (as defined in the glossary). Both DFPS and the Center, consistent with each of their laws and rules, agree to share information necessary to coordinate services and promote safety. In addition:

A. *The Center agrees to provide the information directly related to the report of the suspected abuse, neglect, or exploitation incident:*

1. If the Center staff reported the abuse, neglect, or exploitation; or
2. If the parent or covered adult (as defined in the glossary) has signed a release.

B. *DFPS agrees to:*

1. De-identify any information in the DFPS record that reveals or tends to reveal the location of the Center or the client and/or children or covered adult when they are or have been residing at a Center;
2. Respect the Center's state and federal confidentiality requirements and Texas law related to victim privilege;
3. Only release information as provided by statute and DFPS administrative rules, which include the following:
 - a. Information is not released until an investigation is closed; and
 - b. Information is not released until the record is de-identified as required by statute and DFPS administrative rules, or as ordered by a court (See Texas Family Code, §261.201, Confidentiality and Disclosure of Information; Texas Administrative Code, Title 40, Part 19, Chapter 700, Subchapter B, Confidentiality and Release of Records; Texas Human Resources Code §48.101, Confidentiality and Disclosure of Information; Agency Exchange of Information; and Texas Administrative Code,

Title 40, Part 19, Chapter 705, Subchapter M, Confidentiality and Release of Records.)

4. In the event that DFPS must notify the alleged perpetrator of family violence of the report and/or investigation:
 - a. DFPS will make every attempt to provide the victim of family violence with sufficient time to safety plan prior to notifying the alleged perpetrator of family violence; and
 - b. As appropriate, the Texas Family Code §261.311(c) and DFPS rules referenced in Section (VII)(B)(2)(b) give DFPS the authority to withhold information when the release of the information would endanger the life or safety of any individual.

VII. LIAISONS

A. *The Center agrees* to appoint an individual to serve as the Center liaison with DFPS, and *DFPS agrees* to appoint a CPS/CPI liaison and an APS liaison with the Center to:

1. Facilitate an appropriate response time with DFPS to reports of abuse, neglect, or exploitation;
2. Facilitate coordination between the Center and the DFPS caseworker in the development of a family violence safety plan (as defined in the glossary) and the DFPS plan of service for adult victims of family violence receiving services at a Center and, when possible, perpetrators of family violence;
3. Assist in resolving conflicts as described in Section IX;
4. Serve as the point of contact to address any general concerns between the Center and DFPS and promote the Center's federal confidentiality requirements; and
5. When possible, provide referrals to the DFPS liaison or designee for perpetrators of family violence to a Criminal Justice Assistance Division (CJAD) accredited Batterer Intervention and Prevention Program (BIPP, as defined in the glossary).

B. The Center and DFPS agree to notify each other promptly and in writing if the name or contact information for the Center, CPS/CPI, or APS liaison changes.

VIII. RESOLUTION OF CONFLICTS BETWEEN DFPS AND THE CENTER

The Center and DFPS agree to the following:

- A. If a conflict between staff or caseworkers occur, these individuals will first attempt to resolve the conflict between themselves.
- B. If the matter remains unresolved the center staff person and DFPS caseworker will contact their designated liaisons who will work towards a resolution.
- C. When negotiating a conflict that involves a client's confidential and privileged information, the Center must obtain an appropriate release of information (as defined in the glossary) from the client to proceed with resolution efforts.

IX. CROSS COMMUNICATION AND TRAINING

The Center and DFPS both agree that:

- A. Each agency will participate in an annual meeting with their respective leaders, in even years, with a formal training the following year; and
- B. The liaisons will work together to determine the formal training for their respective areas.

Invitations to existing trainings held by each agency are encouraged.

X. GENERAL PROVISIONS APPLICABLE TO BOTH PARTIES

The Center and DFPS both agree that:

- A. This MOU is effective upon signature of the undersigned persons in their official capacities as stated below, and remains in effect until:
 1. Modified or amended in accordance with subsection D below by agreement of DFPS State Office and HHSC, after consultation with the Texas Family Violence Interagency Collaborative (TFVIC);
 2. Terminated by either party after consultation with DFPS State Office, the Center, and HHSC; or
 3. The Center discontinues operations as a Center under contract with HHSC.
- B. Biennial Review - Local/Regional. The local or regional leadership will review this MOU every even-numbered year, at a minimum, to enhance compliance. The evaluation may include, but not be limited to, developing recommendations regarding necessary amendments.
- C. Biennial Review - State. State-level representatives of DFPS and HHSC will review the MOU every odd-numbered year, and, in consultation with TFVIC and other stakeholders having knowledge of and experience in the problems of family violence as provided by Texas Human Resources Code §51.008, propose necessary amendments.
- D. Modification or amendments - Modifications or amendments to the MOU may only be made by state-level representatives of DFPS and HHSC after consultation with TFVIC. No other party may make modifications or amendments.

Executive Director for [Name of Center]

Date



James Sylvester,
Associate Commissioner INV

01/30/18

Date



Kristene Blackstone,
Associate Commissioner CPS

2.5.18

Date



Kezeli Wold,
Associate Commissioner APS

2-12-18

Date

GLOSSARY

Adult abuse, neglect, or exploitation – The abuse, neglect, or exploitation of an elderly or disabled adult as defined in Section 48.002 of the Texas Human Resources Code.

APS – The Adult Protective Services division of the Texas Department of Family and Protective Services charged with investigations of abuse, neglect, or exploitation of older adults and people with disabilities and providing or arranging for protective services to that person to alleviate or prevent further maltreatment.

BIPPs - Battering Intervention & Prevention Programs provide group sessions for a minimum of 18 weeks and 36 hours to offenders who use acts of violence or threats of violence against an intimate partner, including coercion, physical, emotional and sexual abuse, and stalking. The goals of BIPP include holding batterers accountable for their abusive behavior and enhancing victim safety by challenging batterers' belief structures that support abusive behavior and encouraging positive, non-violent behavior.

All referrals must be made to Accredited BIPPs that conform to the TDCJ-CJAD BIPP Guidelines and have received either Probationary Accreditation or Accreditation status from TDCJ-CJAD.

Capacity to Consent: defined in the Texas Administrative Code Section 705.1001 as having the mental and physical ability to understand the services offered and to accept or reject those services knowing the consequences of the decision.

Child – A person under the age of 18 who is not and never has been married or emancipated by a court.

Child abuse or neglect – The abuse or neglect of a child as defined in Section 261.001 of the Texas Family Code.

Covered adult - An elderly person (age 65 or older) or disabled person, who is not a child, as defined in Section 48.002 of the Texas Human Resources Code.

CPI – The Child Protective Investigations division of the Texas Department of Family and Protective Services charged with investigating or assessing reports of child abuse or neglect. CPI caseworkers assist families by connecting them with community services and family supports in efforts to secure child safety.

CPS – The Child Protective Services division of the Texas Department of Family and Protective Services charged with strengthening and stabilizing families so that they can safely care for their children at home. When that is not possible, CPS works with the courts and communities to find permanent homes or other places for children to live.

Dating Violence – As defined in the Section 71.0021 of the Texas Family Code, an act by an individual that is against another individual with whom that person has or has had a dating relationship and that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat

that reasonably places the individual in fear of imminent physical harm, bodily injury, assault or sexual assault, but does not include defensive measures to protect oneself.

DFPS - The Texas Department of Family and Protective Services, the state agency charged with investigations of abuse and neglect of children and abuse, neglect, or exploitation of the elderly or disabled adults.

Domestic violence – See definition below for “family violence.” For the purposes of this MOU, “domestic violence” and “family violence” are the same.

Family violence – As defined by Section 71.004 of the Texas Family Code, which states:

Family Violence means:

- (1) an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself.
- (2) abuse, as that term is defined by Sections 261.001(1)(C), (E) and (G), (H), (I), (J), and (K) by a member of a family or household toward a child of the family or household; or
- (3) dating violence, as that term is defined by Section 71.0021.

For the purposes of this MOU, “domestic violence” and “family violence” are the same.

Family Violence Center - Family violence center includes a family violence shelter center and a family violence non-residential center.

- A family violence non-residential center is a program that is operated by a public or private nonprofit organization that provides comprehensive non-residential services to victims of family violence.
- A family violence shelter is a program that is operated by a public or private nonprofit organization that provides comprehensive residential and non-residential services to victims of family violence.

Family violence safety plan - A verbal or written plan that identifies ways to promote the safety of family violence victims including ways to remain safe while in a relationship, preparation needed to separate from the batterer, identification of community resources and how to stay safe from future incidents of violence (whether prior to or after separation from the batterer).

HHSC – The Texas Health and Human Services Commission, the state agency that oversees the operations of the health and human services system, provides administrative oversight of Texas health and human services programs, and provides direct administration of some programs, including the Family Violence Program.

Release of information (Family Violence Center use) - An informed, written, reasonably time-limited consent that is not to exceed the resident's stay in a shelter or a non-resident's active participation in services, can be terminated by the resident or non-resident at any time, and is signed by the person at their discretion.

TFVIC – The Texas Family Violence Interagency Collaborative, a workgroup consisting of staff from DFPS, the HHSC Family Violence Program, and the Texas Council on Family Violence, with a goal of enhanced interagency collaboration to promote strong communication among family violence services providers and DFPS staff as well as streamlining services to survivors of family violence.