**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Provider Name**

**AND**

**THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES**

1. **INTRODUCTION AND PRELIMINARY CONSIDERATIONS**

This Memorandum of Understanding (“MOU”) is entered into between the Provider Name("Provider") and the Texas Department of Family and Protective Services (“DFPS”).

* 1. Purpose

The purpose of this MOU is to address the regional referral process, coordination of services, and sharing of information between the Provider and the regional DFPS office in which the Provider is located.

* 1. Background
		1. DFPS is the state agency established to investigate reports of abuse and neglect of children in the State of Texas. Among other activities, DFPS works with families to assist them in receiving the services needed to ensure the safety and well-being of their children.
		2. The Provider is a contractor with the Texas Health and Human Services Commission (HHSC) to provide substance use disorder Treatment and/or Prevention/Intervention services.
1. **TERM**
	1. This MOU is effective upon the date signed by both parties, and will expire five years from the date of execution unless otherwise terminated.
	2. DFPS and the Provider shall review this MOU prior to September 1st of each year to determine if any amendments and/or modifications are necessary.
2. **REQUIREMENTS AND OBLIGATIONS OF PARTIES**
	1. DFPS Obligations and Processes

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

* + 1. DFPS will refer clients who meet agreed upon criteria to the Provider for inpatient or outpatient behavioral health, alcohol or substance use disorder, prevention, intervention, or treatment services.
		2. DFPS will collaborate with the Provider to coordinate services as agreed to locally by the parties.
	1. Provider Obligations

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

* + 1. The Provider will accept client referrals from DFPS for substance use disorder treatment, intervention, or prevention services.
		2. The Provider will collaborate with DFPS representatives to coordinate services as agreed to locally by the parties.
	1. JOINT OBLIGATIONS
		1. The parties will ensure that DFPS clients referred to the Provider have signed the appropriate consent forms before personally identifying or protected health information is exchanged between the parties.

See Section 6. CONFIDENTIALITY.

1. **FINANCIAL**
	1. This MOU contains no exchange of funds, commitment of funds or exchange of services or products for consideration.
2. **MOU MANAGEMENT**
	1. NOTICE
		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 the other party at the address specified below. Notice shall be deemed to have been given immediately if delivered in person or upon receipt if mailed to the recipient’s address specified below.
		2. The address for DFPS for all notices and all purposes under this MOU shall be:

Texas Department of Family and Protective Services

P.O. Box 149030

Austin, Texas 78714-9030

* + 1. The address for the Provider for all notices and all purposes under this MOU shall be:

 Provider Address

1. **CONFIDENTIALITY AND SECURITY OF INFORMATION**
	1. Confidentiality
		1. DFPS and the Provider 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.
		2. In the event of a confidentiality or security breach of DFPS information, the Provider shall initiate risk mitigation and notify DFPS 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 DFPS information security breach. The Provider shall provide DFPS with a description of the security breach and the initial risk mitigation steps taken. DFPS will process the notification to the appropriate party within DFPS.
2. **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.

**Provider Name**

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Signature

\_\_

Name

\_\_\_\_\_

Title

\_\_ \_\_\_

Date

**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kristene Blackstone

Associate Commissioner, CPS

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Date

**Data Privacy, Security and Breach Notification Addendum**

for Memorandums of Understanding between the Department of Family and Protective Services and a provider of mental health and/or substance use disorder services operating under a contract with the Health and Human Services Commission (HHSC)

This addendum shall be incorporated by reference into the attached MOUs once signed by the parties.

The attached MOUs are entered into by the Department of Family and Protective Services (DFPS) and Provider Name (Provider) to comply with HHSC contractual requirements that Provider ensure the Provider's services are coordinated with other agencies, including other child-serving agencies like DFPS. Evidence of the coordination of services must be maintained by the Provider and can include a Memorandum of Agreement or Memorandum of Understanding.

A Health and Human Services Enterprise Data Use Agreement (DUA) is included in the contract the Provider has signed with HHSC. By entering into these MOUs with DFPS, the Provider agrees to comply with all of the terms of the DUA with respect to confidential information of DFPS clients. In addition to those privacy, security and breach notification requirements contained in the DUA, the Provider will also give notice to DFPS within 24 hours of any breach.

In addition, whether or not included in the terms of the attached MOUs, both the Provider and DFPS agree to comply with all applicable confidentiality and privacy laws, regulations or policies that apply to their agency or services, which include but are not limited to:

* The relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C;
* 42 CFR Part 2;
* Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
* Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
* Texas Family Code, Section 261.201;
* Texas Human Resources Code Section 40.005; and
* Related DFPS rules in 40 TAC §700.201-209, and 40 TAC §702.301-317.

Compliance with the applicable privacy standards includes the use of consent forms before personally identifiable information is shared between agencies or programs.

I hereby certify that Provider Name has an approved and signed Data Use Agreement with the Health and Human Services Enterprise, and will comply with all provisions in the MOUs and this addendum.

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Signature of Provider agency representative Date signed