**MEMORANDUM OF UNDERSTANDING BETWEEN THE**

 **TEXAS DEPARTMENT OF FAMILY**

 **AND PROTECTIVE SERVICES, REGION #\_\_\_\_**

**AND**

**[Insert name of Center]**

**I. PURPOSE**

This agreement is between the Texas Department of Family and Protective Services, Region **#** [insert DFPS region number]which includes both the Child Protective Services (CPS) and Adult Protective Services (APS) divisions**,** collectively referred to herein as DFPS, and the Family Violence Center [insert name ofCenter 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. TERMS

The terms used in this document are defined in the attached glossary.

**III. NONDISCRIMINATION**

The Center and DFPS will not discriminate in the provision of services based on race, ethnicity, national origin, sex, sexual orientation, gender identity, disability, age, political beliefs, or religion.

# IV. ASSESSMENT

A. *The Center agrees* to:

1. Screen cases for child abuse or neglect during intake;
2. Screen cases for abuse, neglect or financial exploitation of an adult who is disabled or is age sixty-five or older (collectively, a "covered adult") 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,financial exploitation of covered adults; and
4. Document assessment information obtained pursuant to the rules and regulations of the Health and Human Services Commission (HHSC).

B. *DFPS agrees* to:

1. Screen APS and CPScases forthe presence of family violence;
2. Observe physicalor behavioral signs of family violence; and
3. Document family violence according to Section 40.0521(a) of the Human Resources Code, department rule, and policy.

**V. 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 Human Resources Code requires persons to report suspected abuse, neglect, or exploitation of covered adults.

A. *The Center agrees* to assure 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:

i) Encourage the parent to report the abuse or neglect to DFPS and ensure that this occurs; or

* 1. Report the abuse or neglect to DFPS if the parent does not.

b. Center staff having cause to believe that a child is being, has been, or may be abused or neglected will report the following information, if known, to DFPS as required by Section 261.101 of the Family Code whether or not the parent admits abuse or neglect has occurred:

* + 1. The name and address of the child;
		2. The name and address of the person responsible for the care, custody, or welfare of the child; and
		3. 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:

i) Encourage the adult to report the abuse, neglect, or exploitation to DFPS and

ensure that this occurs; or

ii) Report the abuse, neglect, or exploitationto DFPS if the adult does not.

b. Center staff having cause to believe that a covered adult is in the state of abuse, neglect, or exploitation shall report the following information, if known, to DFPS as required by Section 48.051 of the Human Resources Code whether or not the covered adult admits that abuse, neglect, or exploitation has occurred:

1. The name, age, and address of the covered adult;
2. The name and address of any person responsible for the covered adult's care;
3. The nature and extent of the elderly or disabled person’s condition;
4. The basis of the reporter’s knowledge; and
5. 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 CPS or APS 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), Human Resources Code;
2. Create a safety plan that addresses the needs of the victim(s). The plan will include the basics of a standard family violence safety plan;
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 that he/she has the right to refuse services offered by APS; and
6. Assist the individual in identifying the least restrictive placement if the covered adult will be removed from an abusive environment and chooses not to go to a family violence Center.

**VI. INVESTIGATIONS**

When DFPS receives an allegation of abuse or neglect of a child or abuse, neglect, or exploitation of a covered adult 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. *The Center agrees*:

1. To verify that the person requesting access to a parent, child, or covered adult is a CPS or APS 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 verification, to ensure that the liaison or designee at the Center responds to the call or request in a timely fashion;
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, to release to DFPS the information and records that directly relate to 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. Contact the liaison or designee at the Center to request an interview with the client and/or children or covered adult;
2. Expect Center staff to verify that the person requesting an interview is a CPS or APS caseworker;
3. 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
4. Interview any Center staff person who has first-hand knowledge of relevant information.

**VII. CONFIDENTIALITY**

Both DFPS and the Center have strict confidentiality laws and rules governing the release of information. Both DFPS and the Center, consistent with each of their laws and rules, agree to share information necessary to coordinate services and ensure 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 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. 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

* 1. 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; 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.)

3. 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, 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.

**VIII. LIAISONS**

A. *The Center agrees* to appoint an individual to serve as the Center liaison with DFPS to:

1. Facilitate anappropriate response time with DFPS to reports of abuse, neglect, or exploitation in special cases;
2. Facilitate coordination between the Center and the CPS or APS caseworker in the development of a family violence safety plan 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
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).

B. *DFPS agrees* to appoint a CPS liaison and an APS liaison with the Center to:

1. Facilitate anappropriate response time to reports of abuse, neglect, or exploitation in special cases;
2. Facilitate coordination between the Center and the CPS or APS caseworker in the development of a family violence safety plan 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
5. When possible, provide referrals for perpetrators of family violence to a Criminal Justice Assistance Division (CJAD) accredited Batterer Intervention and Prevention Program (BIPP).

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

**IX. RESOLUTION OF CONFLICTS BETWEEN DFPS AND THE CENTER**

A. *The Center agrees*:

1. If a conflict between the Center staff and DFPS occurs, the Center staff person will first attempt to resolve the conflict with the APS or CPS caseworker.
2. If the matter remains unresolved, the Center staff person will contact the designated Center liaison and inform his or her supervisor. The designated Center liaison will then contact the designated DFPS liaison to work toward resolution.
3. A conflict that is client-specific requires an appropriate written release from the client in order to proceed with resolution efforts.

B*. DFPS agrees*:

1. If a conflict between DFPS and the Center staff occurs, the APS or CPS caseworker will first attempt to resolve the conflict with the Center staff.
2. If the matter remains unresolved, the APS or CPS caseworker will contact the designated DFPS liaison and inform his or her supervisor. The designated DFPS liaison will then contact the designated Center liaison to work toward resolution.

# X. INTERAGENCY TRAINING

*The Center and DFPS both agree* that:

1. Training concerning each agencies’ programs is necessary for smooth cooperation between the Center and DFPS; and
2. Each agency will participate in interagency training at least annually.

**XI. 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 by agreement of DFPS State Office and HHSC after consultation with the Texas Family Violence Interagency Collaborative (TFVIC) and other stakeholders having knowledge of and experience in the problems of family violence as provided by Texas Human Resources Code 51.008;

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 signatory parties (or their successors) 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 and other stakeholders having knowledge of and experience in the problems of family violence as provided by Texas Human Resources Code 51.008. No other party may make modifications or amendments.

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Executive Director for [Name of Center]

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CPS Assistant Commissioner APS Assistant Commissioner

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**GLOSSARY**

Terms used in the MEMORANDUM OF UNDERSTANDING have the following meanings:

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

*Appropriate release* *(Family Violence Shelter 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.

*APS* – The Adult Protective Services division of the Texas Department of Family and Protective Services charged with investigations of adult abuse, neglect, or exploitation.

*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 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 Human Resources Code

*CPS* – The Child Protective Services division of the Texas Department of Family and Protective Services charged with investigations of child abuse or neglect.

*Dating Violence* – As defined in the Section 71.0021 of the Family Code, which states “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 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), 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 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.

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