

Memorandum of Understanding

Foster Youth to Independence (FYI) Voucher program

The Texas Department of Family and Protective Services (“DFPS”) is pleased to submit herewith confirmation of willingness to provide PAL Transition and Financial Support Services to foster youth in region (6) who are eligible for the Foster Youth to Independence (“FYI”) Voucher program through the Brazoria County Housing Authority (CHA).

I. Purpose of the agreement

The Texas Department of Family and Protective Services (“DFPS”) is the designated Public Child Welfare Agency (“PCWA”) and will provide foster care verification for youth interested in the FYI voucher program and will refer eligible youth. DFPS approved The Hay Center, to provide PAL Transition and Financial Support Services to eligible youth.

FYI allows for Public Housing Authorities to request FYI Vouchers to serve youth ages 18 to 24 years of age with a history of child welfare involvement for up to 36 months.

The initiative aims to help communities:

1. Address gaps in the availability of FYI vouchers for youth in our communities; and
2. Increase housing options for youth with a current or prior child welfare history that are homeless or at risk of homelessness.

II. Access to services

A. Eligible youth

The population eligible to be assisted under this Memorandum of Understanding are youth certified by the designated child welfare agency as meeting the following conditions:

1. Has attained at least 18 years and not more than 24 years of age.
2. Left foster care or will leave foster care within 90 days in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act; and
3. Is homeless or at risk of homelessness at age 16 or older

Eligibility is not limited to single persons. A person who meets the above requirements and is pregnant or parenting youth is also eligible.

B. Non-discrimination and equal opportunity provisions

As a condition of this agreement, all parties assure they have the ability to comply with 29 C.F.R. Part 38, the nondiscrimination and equal opportunity provisions of the following laws, as well as all other regulations implementing them. This assurance applies to the delivery of workforce programs, activities, and services. All parties will remain in compliance for the duration of the agreement.

a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

e. The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age; and

d. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in educational programs.

All parties understand that the United States has the right to seek judicial enforcement of this assurance.

All parties further agree to provide the following:

- Measures to promote nondiscrimination and equal opportunity, and

- Assurances that workforce partners will provide staff with the professional development necessary to strengthen their ability to serve individuals who have barriers to employment, including individuals with disabilities.

III. Agency – partner services

The following support services are to be provided for 36 months to FYI-eligible youth by DFPS or a DFPS approved third party provider(s) for eligible youth.

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g. doctors, medication, and mental and behavioral health services).
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
3. Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher.
4. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).
5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school, or college; including successful work ethic and attitude models.

A. DFPS or DFPS approved Contractor(s) agrees to:

- Have a system in place to: 1) identify eligible youth within its caseload and review referrals from the CHA and other local Brazoria County agencies that work with the targeted population; and 2) prioritize referrals to ensure that youth are prioritized for an FYI voucher based upon level of need and appropriateness of the intervention
- Refer FYI eligible youth to the CHA.
- Provide written certification to the CHA verifying eligible child welfare history and FYI eligibility.
- Ensure coordination of services with other local Brazoria County agencies that are engaged and work with the targeted youth population, when applicable.

B. CHA agrees to:

- Accept referrals from DFPS.
- Verify eligibility for FYI Vouchers.
- Request FYI Vouchers from HUD.
- Update Administrative Plan.
- Administer FYI Vouchers for eligible youth for up to 36 months.
- Upon receipt of a referral from DFPS of an eligible youth, compare the name(s) with youth already on the CHA's HCV waiting list. Any youth on such waiting list that matches with a referral from DFPS must be assisted in order of their position on the waiting list in accordance with the CHA's admission policies.
- Place on its waiting list (pending HCV eligibility determination) any youth that are certified by DFPS as eligible who are not already on the waiting list.
- If its waiting list is closed, reopen the waiting list and place on the waiting list an FYI applicant youth who is not currently on the PHA's HCV list (provided that the PHA is not required to reopen the waiting list for other applicants under this provision).

IV. **CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

The Parties understand and agree that the performance of this MOU involves confidential information that is being shared or exchanged between the Parties and the Other Party agrees to the following.

- A. Only use and disclose the information as expressly authorized by this MOU.
- B. Comply with all applicable state and federal law when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any form of

communication or record provided or made available to them electronically or through any other means and includes records or information that identifies DFPS children or clients.

1. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
 2. 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;
 3. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
 4. Family Educational Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99;
 5. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 6. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2; 42 CFR Part 2;
 7. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 8. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
 9. Personal Identifying Information defined by Texas Business and Commerce Code Ch. 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
 10. Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
 11. Texas Health and Safety Code Section §81.046 and Chapters 181 and 611;
 12. Texas Human Resources Code §12.003, §40.005, and Chapter 48;
 13. Texas Public Information Act, Texas Government Code, Chapter 552;
 14. 40 TAC Chapter 700 Subchapter B Confidentiality and Release of (CPS and CPI) records, Chapter 705 Subchapter S Confidentiality and Release of (APS) records, and Chapter 707 Subchapter C Division 4 Confidentiality (of CCI Records); and
 15. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
- C.** Notify DFPS immediately, but not later than 24 hours, after Other Party discovers any suspected or actual unauthorized disclosure, breach or use of DFPS confidential information. Furthermore, Other Party will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.
- D.** If Other Party receives any request or demand for disclosure of confidential information by a third party, Other Party will provide DFPS with prompt notice of such request no later than five business days so that DFPS may determine whether to seek an appropriate protective order and/or consent to Other Party disclosure of the requested records. This subsection does not preclude the Other Party from asserting its own privileges or objections against release of confidential information to a third party based on applicable law.
- E.** This Section will remain in full force and effect following termination or cessation of the services performed under this MOU.

V. Termination of Agreement

This agreement is in effect for two years after the signing of this agreement. Any change to this MOU must be in writing. Either party may terminate this MOU by providing 30 days' written notice of termination to the other party, or it may terminate at any time by mutual agreement.

PHA and DFPS or Contractors may terminate this Memorandum of Understanding without liability to the other parties if any of such organizations determine that the commitment, goals, and standards of this program may be better served by using another/other agencies or for the convenience of any party.

Effective Date: _____

Public Housing Authority Representative

DFPS Representative