

**MEMORANDUM OF AGREEMENT BETWEEN  
TEXAS HEALTH AND HUMAN SERVICES COMMISSION –  
OFFICE OF INSPECTOR GENERAL  
AND  
THE COUNTY OF TOM GREEN, TEXAS**

**STATE OF TEXAS**

**COUNTY OF TOM GREEN**

THIS Memorandum of Agreement (“MOA”) is entered into and between the HEALTH AND HUMAN SERVICES COMMISSION - OFFICE OF INSPECTOR GENERAL (“HHSC-OIG”) and The County of Tom Green, Texas (“County”), governmental units of the State of Texas, as contracting parties (“Party/Parties”).

**ARTICLE I. BACKGROUND.**

a) The 81<sup>st</sup> Texas Legislature enacted a series of sweeping reforms in an effort to correct instances of abuse, neglect, and exploitation in State Supported Living Centers.

b) The 81<sup>st</sup> Texas Legislature also approved a settlement agreement with the United States Department of Justice that requires, *inter alia*, investigation by law enforcement personnel who have specialized training in working with individuals with developmental disabilities or mental retardation, into allegations of abuse, neglect, and exploitation.

c) HHSC-OIG is the office within the Texas Health and Human Services Commission that is responsible for assisting with investigations of alleged criminal offenses involving a resident or client of a State Supported Living Center pursuant to TEXAS HEALTH & SAFETY CODE § 555.101. Its certified peace officers have completed specialized training in working with individuals with developmental disabilities, including persons with mental retardation.

d) The County of Tom Green, Texas is the governmental entity with territorial jurisdiction over the State Supported Living Center located at 10950 U.S. Highway 87 North, Carlsbad, Texas 76934. As such, the County of Tom Green, Texas provides local law enforcement services to the State Supported Living Center located at 10950 U.S. Highway 87 North, Carlsbad, Texas 76934, and is responsible for investigating criminal offenses occurring at that location. Law enforcement services are provided by the Tom Green County Sheriff’s Office.

e) The Tom Green County Sheriff’s Office may not have the resources, specialized training, or experience to investigate allegations of criminal abuse, neglect, or exploitation in State Supported Living Centers. Accordingly, the County of Tom Green,

Texas requests the assistance of HHSC-OIG in performing investigations into allegations of criminal offenses occurring at the San Angelo State Supported Living Center.

f) The Tom Green County Sheriff's Office is a law enforcement agency for purposes of disclosing and exchanging information pursuant to TEXAS GOVERNMENT CODE §§ 531.1021(g),(h).

## **ARTICLE 2. TERM OF AGREEMENT**

This MOA shall commence on \_\_\_\_\_, and shall continue until terminated in writing by either Party. In the event of such written notification, this agreement will terminate at midnight on the 30th day following the date of such written notification.

## **ARTICLE 3. STATUTORY AND REGULATORY COMPLIANCE**

### **3.01. Safeguarding Information.**

a) Each Party will safeguard the confidentiality of any information in its possession that is related to investigations of alleged criminal offenses involving a resident or client of a State Supported Living Center Medicaid recipients or applicants. Each Party will take care not to disclose confidential information except as authorized by law.

b) Confidential information that is shared under this MOA remains subject to the same confidentiality requirements that are imposed by law upon the releasing Party. The sharing of information under this MOA in compliance with TEXAS GOVERNMENT CODE §§ 531.1021(g),(h) does not affect whether the information is subject to disclosure under Texas Government Code Chapter 552.

### **3.02. Compliance with State and Federal Laws and Regulations.**

Each Party will comply with all state and federal laws and regulations, including all those that apply to operating agencies under Titles IV-D and XIX of the Social Security Act of 1935, as amended.

## **ARTICLE 4. DUTIES AND OBLIGATIONS OF THE PARTIES**

### **4.01. Duties and Obligations of HHSC-OIG.**

HHSC-OIG agrees to:

- a) Receive and process incoming referrals alleging criminal offenses involving a resident or client of the Richmond State Supported Living Center;

- b) Notify the Tom Green County Sheriff's Office upon receiving notice of allegations of criminal offenses involving a resident or client of the Richmond State Supported Living Center;
- c) Advise the Tom Green County Sheriff's Office if HHSC-OIG will be assisting the Office of Attorney General in conducting the investigation;
- d) Begin investigative efforts at the earliest practicable opportunity;
- e) Coordinate with Tom Green County Sheriff's Office to the extent desired by local authorities and work in collaboration with the Tom Green County Sheriff's Office;
- f) Discontinue any specific investigations and allow the Tom Green County Sheriff's Office to act as the sole investigating authority upon request. Provided, however, that the Office of Attorney General may elect to continue as lead law enforcement agency in a particular investigation;
- g) Provide the Tom Green County Sheriff's Office with copies of all investigative files and reports, and share information as requested;
- h) Assist other local prosecuting and judicial authorities as needed to support indictment and prosecution of the case;
- i) Contact the Tom Green County Sheriff's Office Office prior to execution of any search or arrest warrants;
- j) Notify the Tom Green County Sheriff's Office of any other major enforcement activity within the territorial jurisdiction.

**4.02. Duties and Obligations of the Tom Green County Sheriff's Office:**

The Tom Green County Sheriff's Office agrees to:

- a) Review incoming case referrals submitted by HHSC-OIG;
- b) Notify HHSC-OIG at the earliest practicable opportunity if the Tom Green County Sheriff's Office elects to investigate a particular case as the sole investigative authority or to coordinate investigative efforts;
- c) If the Tom Green County Sheriff's Office seeks to work in cooperation with HHSC-OIG, it will notify HHSC-OIG of the level of assistance being requested for that investigation;

- d) Share relevant law enforcement information upon request by HHSC-OIG peace officers, which may include investigative reports on other cases within the jurisdiction of the Parties;
- e) Provide resources for completing the execution of arrest warrants, including but not limited to the transportation of arrested persons, book-in and incarceration facilities, and provision of Magistrate warnings and arraignment;
- f) Provide resources for completing the execution of search warrants, ensuring return of a proper Return to the Magistrate;
- g) Provide specialists as needed to properly seize and secure trace evidence, narcotics, latent fingerprints, biological materials, perishable items, hazardous materials, explosive or chemical weapons, or contraband;
- h) Provide secure evidence room facilities for proper storage of physical evidence and original records; and
- i) Provide a copy of all local policies and procedures relevant to criminal investigations.

## **ARTICLE 5. RELEASE OF INFORMATION**

### **5.01. Requests for Information.**

A Party may request information regarding an individual or an investigation by written or oral request. The responding Party will provide the requesting Party with the requested information unless its release is prohibited by other law.

### **5.02. General Authority to Release.**

HHSC-OIG may disclose information compiled or maintained in an investigation, to law enforcement agencies pursuant to TEXAS GOVERNMENT CODE § 531.1021(g). The receiving law enforcement agency may disclose the information only in accordance with this statute and in a manner that is consistent with the authorized purpose for which the recipient received the information. TEXAS GOVERNMENT CODE § 531.1021(h).

The Parties mutually acknowledge that each Party is considered a law enforcement agency for purposes of confidentiality statutes. The Parties mutually acknowledge that investigations into criminal offenses involving a resident or client of a State Supported Living Center constitute a legitimate, authorized purpose.

**5.03. Notice of Prohibition.**

If, after receiving a request for information under Section 5.01, a Party determines that it is prohibited from releasing the requested information, that Party shall inform the requesting Party of its determination in writing within ten (10) days of receiving the request.

**5.04. Additional Confidentiality Provisions.**

The Parties acknowledge and understand that additional confidentiality provisions may apply to information obtained during the course of an investigation of criminal offenses involving a resident or client of a State Supported Living Center. The Parties agree to assess confidentiality requirements in good faith and to comply with all applicable laws.

**5.06 Provision of Documents.**

Each Party will furnish detailed information, subject to confidentiality requirements, as required by the other Party to render the performances called for in this Agreement. Each party will provide access to, and free copies of, any records or information relevant to a matter under investigation by either party or records or information kept by a party or its contractors. The Parties will develop jointly a schedule of the types and formats of information required.

**ARTICLE 6. GENERAL PROVISIONS**

**6.01. Agency Liaisons.**

The Parties will designate Agency Liaisons for this Agreement. The Agency Liaisons will be the initial points of contact between the agencies for inquiries concerning this Agreement. Either Party may change its Agency Liaison with five days written notice to the other Party. Agency Liaisons for the Parties are:

**HHSC-OIG**

Karen Nelson  
Chief Counsel  
Office of Inspector General  
Health and Human Services Commission  
Post Office Box 85200  
Austin, TX 78708  
Telephone: (512) 491-2803

**Tom Green County Sheriff's Office**

General Counsel  
  
  
  
Telephone:

**6.02. Notice.**

Any notices under this Agreement will be sent by registered or certified mail, return receipt requested, or will be delivered by hand, and a receipt provided. Any notice under this Agreement will be sufficient if hand delivered, or mailed to the addresses set forth below. Either Party may change its designees or addresses upon five days written notice to the other Party. The Parties' designees and addresses for notices are as follows:

**HHSC-OIG**

**Tom Green County Sheriff's Office**

Karen Nelson  
Chief Counsel  
Health and Human Services Commission-  
Office of Inspector General  
Post Office Box 85200  
Austin, TX 78708  
Telephone: (512) 491-2803

Telephone:

With a Copy to:

With a Copy to:

Office of General Counsel  
Health and Human Services Commission  
4900 North Lamar Blvd  
Fourth Floor  
Austin, Texas 78751  
Telephone: (512) 424-6578

Telephone:

**ARTICLE 7. CERTIFICATIONS**

The undersigned contracting Parties certify that:

- a) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- b) The proposed arrangements serve the interest of efficient and economical administration of state government;
- c) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

**This agreement is executed by the Parties in their capacities as stated below.**

HEALTH AND HUMAN SERVICES COMMISSION -  
OFFICE OF INSPECTOR GENERAL

TOM GREEN COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Bart Bevers  
Inspector General



\_\_\_\_\_

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

Date: 2-2-18