

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**TEXAS DEPARTMENT OF PUBLIC SAFETY**  
**AND**  
**THE FEDERAL BUREAU OF INVESTIGATION**

**I. PURPOSE**

The purpose of this Memorandum of Agreement (MOA) between the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Division and Texas Department of Public Safety is to establish the framework governing the respective responsibilities of the Parties for the provision of services of submission and process of fingerprints and other biometric information and criminal history record information (CHRI) checks for the noncriminal justice purposes of licensing or employment.

**II. PARTIES**

This MOA is entered into by the FBI and Texas Department of Public Safety.

To provide consistent and effective communication between the FBI and the Texas Department of Public Safety, each Party shall appoint a central point of contact (POC) on matters related to billings and collections for this MOA.

FBI :

Debra L. Long  
Fee Programs Unit  
(304) 625-2360  
<fee\_programs\_unit@ic.fbi.gov>  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306

Texas Department of Public Safety:

Mike Lesko  
Deputy Assistant Director  
(512) 424-2524  
[mike.lesko@dps.texas.gov](mailto:mike.lesko@dps.texas.gov)  
5805 N. Lamar Blvd.  
Austin, TX 78752

### **III. AUTHORITIES**

The FBI is authorized to enter into this agreement by Title 28, United States Code (U.S.C.), Section (§) 534, Public Law (Pub. L.) 92-544 (86 Stat. 1115); Security Exchange Act of 1934 § 17(f)(2), as amended by the Securities Acts Amendments of 1975, Pub. L. 94-29, 15 U.S.C. 78q; other federal laws, and the provisions of the Outsourcing of Noncriminal Justice Administrative functions as set out at Title 28, Code of Federal Regulations, Part 906.

Texas Department of Public Safety is authorized under Pub. L. 92-544 and other federal laws.

### **IV. BACKGROUND INFORMATION**

The FBI will provide identification services under this MOA as defined in the Electronic Biometric Transmission Specification (EBTS), currently dated July 2, 2013, as set out at <[www.fbi.biospecs.org](http://www.fbi.biospecs.org)>.

### **V. RESPONSIBILITIES OF THE PARTIES**

#### **A. Responsibilities of the FBI:**

1. The FBI shall return the results of the search as detailed in the EBTS to Texas Department of Public Safety.
2. The FBI shall bill Texas Department of Public Safety monthly for those CHRI requests received during the preceding or earlier months for which no prior voucher has been submitted.
3. The FBI shall ensure Texas Department of Public Safety will not be charged a supplemental fee for the resubmission and reprocessing of an illegible (i.e., unclassifiable) request, providing Texas Department of Public Safety has followed the resubmission procedures outlined in the EBTS.
4. The FBI shall periodically conduct a review of the current costs of providing the services under this MOA, in order to set the fee at a level to recover the direct and indirect costs. This review will be conducted by a method of analysis consistent with widely accepted accounting principles and calculated in accordance with the provisions of 31 U.S.C. § 9701 and other federal law as applicable. Any change in fee will be published as a notice in the *Federal Register* no less than ninety (90) days in advance of such change.

B. Responsibilities of the Texas Department of Public Safety:

1. Texas Department of Public Safety will ensure that the fingerprints for each CHRI check are submitted in compliance with the EBTS.
2. In response to the monthly bill from the FBI, the Texas Department of Public Safety will remit payment in compliance with the Debt Collection Improvement Act of 1996, Pub. L. 104-134, 110 Stat 1321. The following represents the different payment types:
  - a. Electronic - The U. S. Treasury's Pay.gov program located at <www.pay.gov>. Both Parties recognize and acknowledge that electronic payments are the preferred method.
  - b. Check - The Texas Department of Public Safety must include the Accounts Receivable Number from the bill on the payment check, along with a copy of the Central Agency Summary page of the bill.
3. If operating as an approved centralized billing service provider, as set out in the *Federal Register*, 73 FR 34908, June 19, 2008, the Texas Department of Public Safety is permitted to retain a portion of the fee (currently \$2.00) for collecting the appropriate fee from individuals or subordinate agencies and submitting a consolidated payment to the FBI.

**VI. EFFECT OF THIS AGREEMENT**

- A. Texas Department of Public Safety will use one of the above payment provisions for the purpose of paying for the services that is the subject matter of this MOA. The Parties acknowledge that:
1. This MOA is not intended to be legally binding and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise between or against either Party, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel of any of the foregoing.
  2. This MOA shall have no force or effect on the payment provisions.
  3. The Parties are entering into this MOA for the sole purpose of further documenting their understanding to better manage the relationship between them. The Parties will seek to resolve any disputes regarding this MOA by mutual consultation.

- B. This MOA is not an obligation or commitment of funds, or a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties of the matters described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to the MOA. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the language in the MOA in no way implies that funds will be made available for such expenditures.
- C. This MOA does not construe an agreement for any Party to assume or waive any liability or claim under any applicable law.

## VII. PRIVACY

The Parties to this agreement acknowledge that the information involved may pertain to U.S. persons and is thus protected by the Privacy Act of 1974, 5 U.S.C. § 552a, and/or Executive Order 12.333 or any successor executive order. All such information will be handled lawfully pursuant to the provisions thereof.

The Parties will review and make appropriate changes, if needed, to their privacy compliance documents, including applicable Privacy Act system of records notices and notices required by the Privacy Act to ensure that the scope and routine uses of such notices permit the collection, maintenance, and/or sharing of personally identifiable information (PII) provided under this MOA.

Each Party is responsible for making reasonable efforts to ensure that the information it uses and/or discloses is accurate, complete, timely, and relevant.

In the event that either Party becomes aware of any inaccuracies in information received from the other Party pursuant to this MOA, it will promptly notify the information provider so that corrective action can be taken.

The Privacy Act requires that an agency maintain the ability to provide an accounting for covered disclosures made outside the disclosing agency. The accounting must include the date, nature, and purpose of each disclosure and the name and address of the person or agency to which the disclosure is made. The accounting must be maintained for five (5) years after the disclosure for which the accounting is required or for the life of the record, whichever is longer. To the extent this provision of the Privacy Act is applicable to disclosure of PII made under this MOA, each Party will be responsible for compliance.

Each Party will immediately report to the other Party each instance in which information received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any information losses or breaches).

**VIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

This agreement shall be effective when executed by all of the Parties and will continue in effect until terminated. The agreement may be modified at any time by written consent of all Parties.

This MOA may be terminated, with respect to any Party, at any time upon written notice of withdrawal to all other Parties. Any Party desiring to withdraw from this MOA will provide such written notification to all Parties at least ninety (90) days prior to withdrawal.

**FOR THE FEDERAL BUREAU OF INVESTIGATION**

*Jeremy M. Wiltz*  
Jeremy M. Wiltz  
Acting Assistant Director  
Criminal Justice Information  
Services Division

Date: 1/14/14

*Kathrina L. Sliger*  
Kathrina L. Sliger/Contracting Officer

Date: 1/13/14

**FOR TEXAS DEPARTMENT OF PUBLIC SAFETY**

*Steven C. McCraw*  
Steven C. McCraw, Director


Date: 3/13/14




**DEPARTMENT OF PUBLIC SAFETY  
INTEROFFICE MEMORANDUM**

**OGC'S TRANSMITTAL OF CONTRACT RELATED DOCUMENT**

**TO:** Steven C. McCraw \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved  
Director \_\_\_\_\_ Let's discuss

**FROM:** Steven Shuffer   
Assistant General Counsel, OGC, 424-5332

**APPROVED:** Pam Smith   
Managing Attorney, Contracting, OGC, 424-5936

**DATE:** March 11, 2014

**REQUEST:** Review, Approval and Signature; Please return to OGC

**TYPE:** MOU

**PARTIES:** FBI & DPS

**P&CS:** N/A

**PPP-1 & NO:** LES201402030959

**PSC & DATE:** No.

**DESCRIPTION:** MOU to establish framework governing each parties' responsibilities for submission and processing of fingerprints and other biometric data and criminal history record information (CHRI) checks for noncriminal justice purposes of licensing or employment.

**CONTRACT AMOUNT:** \$0  
**MAXIMUM DPS FUNDS:** \$0

**CONTRACT TERM:** Date of execution until terminated.

**OTHER APPROVALS:** Mike Lesko, LES; Meg Kee, LES

Requesting Division \_\_\_\_\_; IT \_\_\_\_\_; Grants \_\_\_\_\_ Facilities \_\_\_\_\_; Other LES

**SPECIAL ISSUES:**  
**DATE ORIGINAL INK**  
**TO P&CS FOR CENTRAL**  
**CONTRACT REPOSITORY:**