



Texas Board of Nursing

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Katherine A. Thomas, MN, RN, FAAN
Executive Director

May 14, 2015

Suzi Rowan, Contract Specialist
Texas Juvenile Justice Department
11200 Metric Blvd
Austin Texas 78701

Board of Nursing MOU

Ms. Rowan, enclosed please find the executed MOU with Katherine Thomas' original signature.

Please feel free to contact me with any questions and/or concerns.

Kind regards,

Patricia Vianes-Cabrera

Executive Assistant

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Texas Juvenile Justice Department ("TJJD") and the Texas Board of Nursing (the "Board") (each a "Party" and, collectively, "the Parties").

RECITALS

Under Texas Human Resources Code § 242.051(b), TJJD has general charge of and responsibility for the welfare, custody, and rehabilitation of the youth in a school, facility, or program operated by or under contract with TJJD.

Under Texas Family Code § 32.001(b), TJJD may consent to the medical, dental, psychological, and surgical treatment of a child committed to TJJD when the person having the right to consent has been contacted and that person has not given actual notice to the contrary.

Under Texas Human Resources Code § 244.006(a)(3), TJJD may provide any medical or psychiatric treatment that is necessary to correct the socially harmful tendencies of a youth committed to the department.

The health and psychiatric conditions of youth residing in TJJD Contract Care Facilities are not typically acute, unstable, or unpredictable, but are typically long-term, stable, and predictable.

Health maintenance activities that do not fall within the practice of professional nursing may be performed by an unlicensed person if identified and documented by the RN in accordance with 22 TAC § 225.4, § 225.6 and § 225.8 without being delegated.

TJJD contract care facilities and youth served by such facilities do not clearly fit within the Board's administrative regulations because the parent is not present or cannot direct and observe the proper performance of identified HMAs. Therefore, the Parties desire to memorialize their understanding of the applicability of the Board's regulations regarding administration of medications in TJJD contract care facilities and youth served by such facilities.

THE PARTIES AGREE AS FOLLOWS:

A. The following definitions are applicable to this agreement:

1. "Facility Administrator" means the individual designated by the chief administrative officer or governing board of a facility who has the ultimate responsibility for managing and operating the facility. This definition includes the certified juvenile supervision officer who is designated in writing as the acting facility administrator during the absence of the facility administrator.
2. "Nurse" means an individual licensed by the Board to practice vocational or professional nursing in Texas.

3. "Pharmacist" means an individual licensed to dispense prescription drugs in Texas.
4. "Physician" means an individual licensed to practice medicine in Texas.
5. "RN" means a registered nurse licensed by the Board to practice professional nursing in Texas.
6. "TAC" means Texas Administrative Code.
7. "TJJD contract care facility" or "facility" means a facility, including its premises and all affiliated sites, whether contiguous or detached, operated by a private vendor under a contract with TJJD that serves juveniles under juvenile court jurisdiction and which does not continuously provide nursing services.
8. "Youth" means a person committed to TJJD's custody who resides in a TJJD contract care facility.
9. The definitions provided in 22 TAC § 225.4 for the following terms are incorporated herein and are applicable to this agreement: Administration of Medications, Client, Client's Responsible Adult, Functional Disability, Health Maintenance Activity ("HMA"), Independent Living Environment, Not Requiring Delegation, and Unlicensed Person.

B. Stipulations that Apply Provided the Safeguards Outlined in this MOU are Satisfied

1. A TJJD contract care facility is considered an independent living environment for purposes of 22 TAC Chapter 225.
2. Residents in a TJJD contract care facility are precluded from performing self-care and therefore will be considered to have a functional disability for purposes of 22 TAC Chapter 225.
3. For each youth client requiring administration of medications, the Facility Administrator of the facility in which the youth resides shall be designated the client's responsible adult for that youth, after obtaining consent from the youth's parent or from a non-parent in accordance with Texas Family Code § 32.001.

C. Administration of Medications

1. The parties have reviewed TJJD's Medication Administration Training Criteria and agree that training material appropriately focuses on elements of safe medication administration.
2. Before an unlicensed person may administer medications to a youth in a facility pursuant to this MOU, the unlicensed person must have received and successfully completed intensive training in medication administration as outlined in TJJD's Medication Administration Training Criteria. The intensive training shall include, without limitation, training on the following:

- i. Facility policies, procedures, and medication information resources including safe handling, storage, six rights of medication administration, medication errors and proper documentation;
 - ii. Consent authority;
 - iii. Medication issues such as mental health diagnoses/symptoms, medication classes, commonly used medications and actions,
 - iv. Staff responsibility in monitoring medication administration, including monitoring for side-effects and adverse reactions, medication and/or food interactions, medical emergencies, and when to seek medical help;
 - v. Participation in psychiatric office visits; and
3. The facility administrator and unlicensed person shall receive and successfully complete Medication Administration Training as outlined in C. 2. at least annually. TJJD shall require the Contract Care Facility to maintain a record of the training for its unlicensed personnel. TJJD will monitor for facility compliance with this MOU during Health Services Comprehensive and Follow-up Reviews performed at least annually
4. Before an unlicensed person may administer medications to a youth in a facility pursuant to this MOU, an RN will assess the youth in accordance with 22 TAC §§ 225.6 and 225.8 to determine if administration of medications to the youth is an HMA that does not fall within the practice of professional nursing.
5. After an RN determines that administration of medications to the youth is an HMA that does not fall within the practice of professional nursing, the Facility Administrator may direct an unlicensed person to administer medications to the youth.
6. 22 TAC § 225.8(a)(2)(D) requires the client's responsible adult to be capable of training the unlicensed person in the proper performance of the administration of medications and to be present when that task is performed, or if not present, to have observed the unlicensed person perform the task at least once to assure he/she can competently perform the task and to be immediately accessible in person or by telecommunications to the unlicensed person when the task is performed. The training and observation requirements of this rule will be fulfilled by a nurse, pharmacist, or physician. The in-person or telecommunication accessibility requirement of this rule will be fulfilled by an RN employed by or under contract with the facility.

D. Miscellaneous Provisions

1. This MOU becomes effective upon execution and shall continue in force and effect until terminated by either Party.
2. Either Party may terminate this MOU by providing the other Party with written notice of termination.

3. This MOU encompasses the complete and entire agreement of the Parties. The Parties have not made or relied on any representations, stipulations, or agreements other than those expressly contained in this MOU. This MOU may only be amended or supplemented by mutual agreement, made in writing, which is expressly made a part of this MOU and is signed by the authorized representatives of the Parties.
4. All notices required or allowed by the MOU shall be provided to each Party at the following addresses:

Texas Juvenile Justice Department
Contracts & Procurement Division
P.O. Box 12757
Austin, Texas, 78711

Texas Board of Nursing
333 Guadalupe St., Suite 3-460
Austin, TX 78701-3944

5. TJJD and the Board each represent and warrant that the individuals signing this MOU are authorized to execute this document on behalf of their respective Parties and to bind their respective Parties under this MOU.
6. TJJD and the Board shall review and evaluate the effectiveness of the MOU at least biennially from the date of its execution.
7. TJJD's Contract Care Facilities will have four months to complete any necessary policy changes or revisions to their Medication Administration Training Modules to comply with the MOU.



David Reilly, Executive Director
Texas Juvenile Justice Department

5/4/15

Date



Katherine A. Thomas, Executive Director
Texas Board of Nursing

5/8/15

Date

RECEIVED MAY 11 2015