

**INTERAGENCY COOPERATION
FOR
CONTINUITY OF YOUTH CARE**

**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
AND
TEXAS YOUTH COMMISSION**

This Memorandum of Understanding (MOU) is made and entered into by and between the Department of Family and Protective Services (DFPS) and the Texas Youth Commission (TYC). DFPS enters into this MOU pursuant to the Section 40.064, Human Resource Code. TYC enters into this MOU pursuant to Chapter 772, Government Code (the Interagency Cooperation Act).

RECITALS

WHEREAS, the purpose of this MOU is to implement Section 61.0767, Human Resource Code, to ensure coordination between TYC and DFPS so that youth receive appropriate services when they are in the conservatorship of DFPS and are either committed to TYC or on supervision/ parole with TYC; and

WHEREAS, DFPS certifies that it has the authority to perform the services agreed to by the authority granted in Chapter 40, Human Resources Code and Part D, Title V, Family Code; and

WHEREAS, TYC certifies that it has the authority to perform the services agreed to by the authority granted in Chapter 61, Human Resources Code;

NOW, THEREFORE, in consideration of the mutual benefits and upon the execution hereof, the parties agree and bind themselves to the provisions of this MOU, as follows:

Article I

a. RESPONSIBILITIES OF DFPS

1. Information to be Provided at the Time of Commitment. Unless previously provided and to the extent available, DFPS will provide the following records to TYC upon commitment of a youth who is in DFPS conservatorship at the time of commitment:

- A. medical history information in DFPS records that are relevant to the youth's medical care, including, to the extent available, the medical records of the youth's last physical, last dental check-up, last vision and hearing screening, medication currently prescribed, current immunization records, and any other records needed to ensure the youth receives appropriate medical treatment;
- B. records documenting any current mental health treatment and counseling needs;
- C. records documenting any current treatment needs for drug and alcohol abuse or sex offender treatment;
- D. name and contact information of the medical consentor and alternative medical consentor for the youth; to be updated within 24 hours of any change in medical consentor or alternative medical consentor;
- E. the youth's current CPS service plan, placement summary from the youth's last caretaker, if any, and the name and contact information of the youth's attorney ad litem, guardian ad litem, or CASA, if any; and
- F. the youth's current academic achievement records, education portfolio, and current education plan.

2. Coordination of Services for Youth Under TYC Commitment or Supervised Release/Parole. DFPS will ensure that the youth's CPS caseworker or other appropriate CPS personnel will do the following in order to facilitate coordinated planning and appropriate services of any youth committed to TYC or under TYC supervised release or parole:

- A. provide TYC with the name and contact information for the youth's CPS caseworker, including timely notice of any changes in such information;
- B. provide TYC with at least 20 days advance notice of the date, time and location of any scheduled permanency hearing or placement review hearing conducted under Chapter 263, Family Code;
- C. notify TYC regarding any special issues that may arise relating to the youth's physical or mental health or relating to the youth's need for counseling or treatment, including drug or alcohol abuse treatment or sex offender treatment;
- D. contact the youth's TYC caseworker at least once each month and more often if necessary to confer regarding the youth's general welfare and any special issues relating to the youth;
- E. coordinate with TYC in the development of the youth's DFPS plan of service and any plans of service or case plans developed by TYC for the youth;
- F. visit the youth in person at least once per month;

- G. notify TYC within 5 calendar days of any change in placement made by DFPS or ordered by the family law court for youth no longer committed to TYC, but who is still on parole or supervision with TYC;
- H. attend any non-routine medical appointments for the youth and participate in writing or by telephone regarding routine medical appointments when DFPS is the youth's medical consentor;
- I. attend any TYC hearings involving the youth to the extent practicable;
- J. notify TYC of any special educational issues or meetings, including a scheduled Admission, Review or Dismissal hearing for a youth who is released under TYC supervision or parole;
- K. participate and coordinate with TYC in any transition planning at the time of the youth's discharge from detention, TYC commitment, or supervised release or parole; and
- L. notify TYC of the youth's adoption or any transfer of managing conservatorship from the department to another individual.

3. Security Provision. All DFPS employees who visit any TYC facility will comply with that facility's security regulations.

b. RESPONSIBILITIES of TYC

1. Obligation to Provide General Information to DFPS Regarding Youth Committed to TYC. For youth committed to TYC, TYC will ensure that the youth's TYC caseworker or other TYC personnel, as appropriate, will provide the youth's CPS caseworker with the following information, to be updated on a timely basis as information changes:

- A. information regarding the youth's current medical care needs;
- B. clinical information relating to any trauma the youth has experienced in a TYC placement;
- C. information regarding the youth's mental health and counseling needs or treatment, including sex offender treatment, or drug or alcohol treatment;
- D. a copy of the youth's individual case plan;
- E. name and contact information for the youth's educational surrogate parent;
- F. a copy of the youth's academic achievement records;
- G. a copy of the youth's re-entry and re-integration plan; and
- H. upon release of the youth, a copy of all of the youth's medical records for inclusion in the youth's medical passport maintained by DFPS.

2. Notice of Medical Appointments for Youth Committed to TYC. TYC or TYC's medical contractor will provide advance notice of all routine and non-routine medical appointments to the youth's medical consentor and will contact the medical consentor immediately to obtain consent for any non-routine medical care requiring consent for treatment.

3. Notice of Significant Events for Youth Committed to TYC or under TYC supervised release or parole. TYC will provide timely notice to the youth's CPS caseworker, and any current attorney ad litem, guardian ad litem or CASA of the following events relating to any youth committed to TYC or under TYC- supervised release or parole:

- A. any meetings to develop or revise the youth's TYC individual case plan;
- B. any grievance or disciplinary hearings;
- C. any education meetings, including Admission, Review, or Dismissal meetings for a youth receiving special education services;
- D. a report of alleged abuse or neglect of the youth; and
- E. a significant medical condition of the youth, as defined by Section 266.005, Family Code.

4. Coordination of Services for Youth Committed to TYC or under TYC supervised release or parole. TYC will ensure that the youth's TYC caseworker or other appropriate TYC personnel will do the following in order to facilitate coordinated planning and appropriate services of any youth committed to TYC or under TYC supervised release or parole:

- A. provide DFPS with the name and contact information for the youth's TYC caseworker, including timely notice of any changes to the youth's TYC caseworker or contact information;
- B. contact the youth's CPS caseworker at least once each month and more often if necessary to confer regarding the youth's progress and any special issues relating to the youth;
- C. coordinate with the youth's CPS caseworker in the development any plan of service for the youth or case plans developed by TYC for the youth;
- D. no later than 15 days prior to any scheduled permanency hearing or placement review hearing conducted under Chapter 263, Family Code, provide the youth's CPS caseworker with a written case report regarding the youth's progress in any rehabilitation programs administered by or on behalf of TYC;
- E. make arrangements for the youth's attendance in person, by telephone, or by videoconference in any permanency hearing or placement review hearing conducted under Chapter 263, Family Code, unless the youth's attendance has been excused by the court;
- F. attend any permanency hearing or placement review hearing conducted under Chapter 263, Family Code regarding the youth, to the extent practicable;
- G. notify the youth's CPS caseworker within 24 hours of any change in placement for youth committed to TYC;
- H. permit the youth's CPS caseworker to communicate with the youth, including in person visits at least once each month and more often if necessary;
- I. provide advance notice to the youth's CPS caseworker of any TYC court hearings involving the youth to the extent practicable; and
- J. coordinate with the youth's CPS caseworker in any community re-integration planning at the time of the youth's discharge from commitment, detention, or supervised release or parole.

Article II

1. Relief of Obligations. If either party is prohibited by state or federal law from providing any information under this MOU or from taking any other action under this MOU, the parties will be relieved of such obligation. If any provision of this agreement is declared void as a matter of law, the parties will continue to abide by the remaining provisions.
2. Confidentiality. To the extent required by state and federal law, each party agrees to keep the information obtained from the other party confidential. Both parties agree to comply with relevant confidentiality and security policies of the other agency. Sharing of any confidential information between the parties pursuant to this agreement does not serve to waive or affect the confidential nature of the information for purposes of state or federal law.

Article III

To the extent this MOU conflicts with any other agreement between TYC and DFPS, this MOU shall take precedence unless and until it is amended.

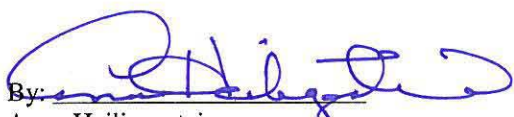
Article IV

The parties agree to work diligently to adopt this MOU by rule of each respective agency on or before April 30, 2010.

By their signatures below, the following signatories confirm that they have the legal authority to bind their respective agencies to the terms and conditions of this MOU.

Department of Family and Protective
Services

Texas Youth Commission

By: 
Anne Heiligenstein
Department of Family and Protective Services

By: 
~~Cherlyn K. Townsend~~ Cheryl K. Townsend
Executive Commissioner

Date: 8.20.2009

Date: 8-20-2009