

**INTERAGENCY COOPERATION
AND
EXCHANGE OF INFORMATION
MEMORANDUM OF UNDERSTANDING
FOR YOUTH IN DUAL CONSERVATORSHIP**

**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 hereinafter referred to as "DFPS" and the Texas Youth Commission, hereinafter referred to as ("TYC"). DFPS enters into this MOU pursuant to the Texas Human Resource Code §40.064, 40 TAC §700.203(a)(5), 42 U.S.C. §5106a(a)(13), and 42 U.S.C. §671(a)(8) for the purpose of furthering the administration of the foster care program by ensuring youth in DFPS conservatorship receive appropriate and continued care while in TYC custody. TYC enters this MOU pursuant to the Interagency Cooperation Act, Texas Government Code Chapter 771.

RECITALS

WHEREAS, the purpose of this MOU is to establish procedures to ensure that DFPS and TYC receive the necessary information to provide services to the youth to care for and protect youth who are concurrently in DFPS conservatorship and in TYC custody.

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

WHEREAS, DFPS certifies that it has the authority to perform the services agreed to by authority granted in Section 264 of the Texas Family Code; and

WHEREAS, both parties certify that: (1) the information to be exchanged is necessary and essential for activities that are properly within the statutory functions and programs of the affected parties of state government and (2) any information received by either party will be used solely to provide services to the youth or to care and protect the youth.

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

Article I

A. OBLIGATIONS OF DFPS

DFPS shall:

1. Participate in periodic data match exchanges with TYC of all youth in DFPS's conservatorship whose status is listed as a runaway or is currently shown as being in a TYC placement.

The following information about the youth may be exchanged by computer:

- name;
- last four digits of the social security number;
- date of birth;
- gender; and
- ethnicity

When a computer match occurs, DFPS will complete the data match exchange by verifying that the youth in DFPS's conservatorship is the same youth that is in TYC's custody.

2. When the data exchange and verification shows the youth is currently in both the conservatorship of DFPS and the custody of TYC and when the youth is **under age 18**, DFPS, when necessary for the care and protection of the youth, provide TYC with copies of the following information pertinent to the youth:

- youth's birth certificate or birth verification;
- name and contact information of the DFPS's caseworker and supervisor;
- youth's attorney ad litem, guardian, or CASA advocate;
- youth's medical consentor;
- diploma or GED;
- current psychological and/or psychiatric evaluations, but **ONLY** if these are necessary for the care and safety of the youth during the youth's placement with TYC and when available;
- current plan of service for the youth;
- current transition plans for youth 16 and older;
- current medical information including treatment needs, but **ONLY** if the information is necessary for the care of the youth during the youth's placement with TYC;
- current academic achievement records (school records) when necessary and applicable;
- current individual education plans, when necessary and applicable.

DFPS will not release any confidential alcohol and drug records to TYC that were received from substance abuse providers as defined as 42 C.F.R. §2.11.

3. When the data exchange and subsequent verification confirms that the youth is in the conservatorship of DFPS and the custody of TYC, the youth's DFPS caseworker will make contact with the youth's TYC officer and caseworker at the time of intake, commitment, and placement to determine the need for any interagency coordination. DFPS will also work closely with TYC caseworkers, parole officers, and family liaisons to ensure a smooth transition of services and continuity of care during the youth's placement in TYC.
4. When a youth is 18 years or older, still in the custody of TYC, and the youth has signed an agreement to remain in the care of DFPS, DFPS can **not release** any information to TYC unless the youth has authorized a release of information in writing **and** DFPS staff has consulted with a state office attorney concerning the release of information.
5. If a youth is 18 years or older and in the custody of TYC and the youth did not sign a voluntary care agreement with DFPS, DFPS can **not** release any information on this youth.
6. Within forty-five (45) days of the execution of the MOU, DFPS agrees to form a joint committee with TYC to develop and implement policy and procedures needed to carry out this MOU. An initial version of these policies is attached to this MOU. These policies and procedures reflect the parties' best efforts to address continuing and evolving needs and may be modified without the necessity of modifying this MOU.

B. OBLIGATIONS OF TYC

TYC shall:

1. Participate in periodic data match exchanges with DFPS of information regarding youth who TYC has reason to believe are in the conservatorship of DFPS. The following information about the youth will be exchanged by computer:
 - name;
 - last four digits of the social security number;
 - date of birth;
 - gender; and
 - ethnicity.

When a computer match occurs, TYC will complete the data match exchange by verifying that the youth in TYC's custody is the same youth that is in the conservatorship of DFPS.

2. When the data exchange and subsequent verification shows the youth is both currently in the conservatorship of DFPS and the custody of TYC and when the youth is under age 18, then TYC will provide copies of the following information to DFPS:

- birth certificate or verification;
- caseworker/officer and contact information;
- supervisor's name and contact information;
- length of stay in TYC;
- educational surrogate parent and contact information;
- diploma or GED;
- updated psychological and/or psychiatric evaluations, when available;
- current individual case plans;
- current transition plans;
- clinical information related to any trauma the youth has experienced with in a TYC placement;
- current medical information including treatment needs;
- current academic achievement records (school records);
- current individual education plans, when applicable, and
- updated common application.

Other information, including information relating to traumatic events the youth has suffered, contact information for the youth's surrogate parents and additional medical and educational records, to the extent they exist or are created will be shared pursuant to the Policies and Procedures jointly developed pursuant to Article I, C of this MOU.

No information regarding drug/alcohol use or drug treatment will be provided to DFPS without the consent of the youth.

3. When the data exchange and subsequent verification shows that a youth is both in the custody of TYC and the conservatorship of DFPS, TYC will make contact with the DFPS caseworker to coordinate any issues regarding the youth at intake, commitment, or placement. TYC agrees to coordinate with DFPS to ensure a smooth transition of services and continuity of care during the youth's placement in TYC.
4. When a youth is currently in both the custody of TYC and the conservatorship of DFPS and within 90 days of the earliest possible release date, TYC will coordinate with DFPS concerning the most appropriate placement for the youth and any relevant issue regarding the youth to ensure

a smooth transition of services and continuity of care during the youth's placement in TYC.

5. When a youth is age 18 and older and is in the custody of TYC and the youth has signed a voluntary agreement to remain in care of the child protective services of DFPS, TYC will release the information listed in section B.2 to DFPS if the youth has given written consent to the release of information.
6. When a youth is age 18 and older and is in the custody of TYC and will be going back to DFPS care pursuant to a voluntary agreement to remain in care, TYC will work with DFPS on finding an appropriate placement for the youth.
7. Within forty-five (45) days of the execution of the MOU, TYC agrees to form a joint committee with DFPS to develop and implement policy and procedures needed to carry out this MOU. An initial version of these policies is attached to this MOU. These policies and procedures reflect the parties' best efforts to address continuing and evolving needs and may be modified without the necessity of modifying this MOU.

C. JOINT OBLIGATIONS.

Within forty-five (45) days of the execution of the MOU, DFPS and TYC agree to form a joint committee to develop and implement policy and procedures needed to carry out this MOU. An initial version of these policies is attached to this MOU. These policies and procedures reflect the parties' best efforts to address continuing and evolving needs and may be modified without the necessity of modifying this MOU.

D. DISPUTE RESOLUTION

In the event that either TYC or DFPS have a disagreement as to the application of the provisions within this MOU, the regional staff will notify the other party in writing, stating the reasons for dissatisfaction. The regional staff of DFPS and TYC staff who have the dispute will meet in an attempt to resolve the matter, along with their supervisors. In the event a mutually agreeable solution is not reached between regional DFPS staff and regional TYC staff, the matter will be elevated to state office staff in both agencies.

Article II

RELATIONSHIP OF PARTIES

TYC and DFPS are acting as independent parties and are wholly responsible for their own actions and the day-to-day operations of their programs and employees. No joint

venture, partnership, or agency exists nor shall be implied by the terms of this MOU. No employee of one shall become an employee of the other by virtue of this MOU.

Article III

TERM

This MOU shall become effective upon the date of execution and shall continue in full force until mutually terminated, unless thirty (30) days written notice of termination is given by either party at any time during the MOU as provided under Article IV, E.

Article IV

GENERAL PROVISIONS

A. Venue

This MOU shall be governed by and interpreted under the laws of the State of Texas.

B. Sole Agreement of the Parties

This MOU and any written modification of it constitute the sole agreement of the parties concerning the responsibilities of each party when a youth is in dual conservatorship. Any oral agreements or understandings outside of the terms of this MOU shall be void.

C. Modifications in Writing

Any and all modifications of this MOU shall be in writing hereon or attached hereto and signed or initialed by all parties. No other agreements, oral or written, shall constitute a part of this specific MOU unless such be made in writing, executed by the parties hereto or their successors, and expressly made a part thereof. All modifications between DFPS and TYC are to be accomplished by staff in the state office of each agency.

D. Discriminatory Acts Prohibited

DFPS and the TYC are committed to a policy of equal opportunity and will not discriminate on the basis of race, color, sex, age, religion, national origin, veteran status or physical disability.

E. Termination

1. TYC or DFPS may terminate its obligations under this contract by giving thirty (30) days written notice, except as provided for in section F.4.
2. TYC or DFPS may terminate its obligations under this MOU immediately, under the circumstances described in Paragraph F.4.

F. Confidentiality and Security

1. TYC and DFPS agree that all their employees will comply with state and federal law regarding confidentiality and security. Furthermore, the parties agree to comply with relevant confidentiality and security policies of the other agency.
2. DFPS agrees that all information regarding TYC that is gathered, produced, or otherwise derived from this MOU shall remain confidential subject to release only by permission of TYC and in compliance with Section 58.005, Texas Family Code and TYC's General Administrative Policy 81.141.
3. All DFPS employees who visit any TYC facility will comply with that facility's security regulations.
4. All TYC's and DFPS employees, directors, agents, or subcontractors who receive information provided by DFPS pursuant to this MOU agree not to release such information, either written or orally, for any purpose except to provide services to the youth and to protect and care for the youth. This obligation shall survive any termination or expiration of this MOU. If at any time either TYC or DFPS discovers that this provision has been or is being violated, that agency may terminate the MOU immediately without notice. However, the terminating party must notify the other party in writing within ten (10) business days that the MOU is terminated due to a violation under this provision.

G. Waiver

No waiver by either party of any default of the other under this MOU shall operate as a waiver of any future or other default, whether of a like or different character or nature.

H. Severability

The fact that a particular provision in this MOU is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions and the MOU will continue to be binding on both parties. Any provision that is held to be void or unenforceable will be interpreted by the parties or the courts to be replaced with language that is as close as possible to the intent of the original provision so as to effectuate the purpose of this MOU. Any ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the MOU.

I. Notice

Any notices sent by DFPS required under this MOU shall be mailed to: Executive Commissioner of the Texas Youth Commission, P. O. Box 4260, 4900 North Lamar Blvd., Austin, Texas 78765, and to: Executive Director, Texas Department of Family and Protective Services, 701 W. 51st Street, Austin, Texas 78751.

Any notices sent by TYC required under this MOU shall be mailed to: Assistant Commissioner of the Department of Family and Protective Services, P. O. Box 149030, Austin, Texas 78714-9030.

J. Signatory Authority

Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this MOU.

Texas Youth Commission

Department of Family and Protective Services

By: Cheryl K. Townsend

By: Joyce James

~~Chief of Staff~~
Executive Commissioner

Joyce James
Deputy Commissioner

By: 1/15/09

By: 1/14/09

Approved as to form:

[Signature]
TYC Legal