

MEMORANDUM OF UNDERSTANDING

Between the Texas Department of Criminal Justice, the Texas Health and Human Services Commission, the Texas Workforce Commission, and the Texas Department of State Health Services

This Memorandum of Understanding (MOU) is entered by and between the Texas Department of Criminal Justice (TDCJ); the Texas Health and Human Services Commission (HHSC); the Texas Workforce Commission (TWC), and the Texas Department of State Health Services (DSHS) for the purpose of establishing a continuity of care and services program for Offenders in the Texas Criminal Justice System who are elderly, have a mental impairment or physical disability, or have significant or terminal illness. Collectively the TDCJ, HHSC, TWC, and DSHS will be referred to as “Entities” in this MOU.

1. AUTHORITY AND PURPOSE:

Texas Health and Safety Code, Sections 614.013 – 614.015, requires the Entities to establish an MOU that sets out the Entities’ respective responsibilities to institute a continuity of care and services program for Offenders in the Texas Criminal Justice System who are elderly, have a mental impairment or physical disability, or have significant or terminal illness. Specifically, this MOU establishes methods for:

- A. Identifying Offenders in the Texas Criminal Justice System;
- B. Developing rules, policies, procedures, and standards for the coordination of care and services and for the interagency exchange of information on Offenders;
- C. Identifying services needed by Offenders in order to reenter the community successfully;
- D. Collecting and reporting prevalence rate data relating to Offenders with mental impairments to the Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI); and
- E. Establishing a process to report implementation activities as they relate to Offenders with mental impairments to TCOOMMI.

2. DEFINITIONS:

- A. Offender, for purposes of this MOU and unless otherwise specified, means a juvenile or adult in the Texas Criminal Justice System who is arrested or charged with a criminal offense and who:
 - 1. Is elderly;
 - 2. Has a mental impairment;
 - 3. Has a physical disability; or
 - 4. Has a significant or terminal illness.
- B. Continuity of care and services refers to the process of:

1. Identifying the medical, psychiatric, or psychological care or treatment needs and educational or rehabilitative service needs of an Offender;
2. Developing a plan for meeting the treatment, care, and service needs of the Offender; and
3. Coordinating the provision of treatment, care, and services between the various Entities who provide treatment, care, or services such that they may continue to be provided to the Offender at the time of arrest, while charges are pending, during post-adjudication or post-conviction custody or criminal justice supervision, and for pretrial diversion.

3. TO THE EXTENT POSSIBLE, ALL ENTITIES AGREE TO:

- A. Comply with the statutory provisions in Texas Health and Safety Code Chapter 614 relating to the exchange of information, including electronic, on Offenders for the purpose of providing or coordinating services among the Entities, and, when appropriate, include such requirements in a policy or contract. If an Entity is unable to comply with Chapter 614, the Entity shall document the reason for non-compliance and submit the documentation to TCOOMMI.
- B. Coordinate provision of services in accordance with the Statewide Behavioral Health Coordinating Council Strategic Plan, which focuses on the elimination of redundancy and replication of service delivery to the Offender population.
- C. Develop and maintain policies and procedures ensuring continuity of care and services program for Offenders.
- D. Develop and maintain policies and procedures providing for the preparation and exchange of assessments and diagnostics for Offenders prior to the placement on community supervision, incarceration, or release to parole, and the transfer of such information on Offenders between local and state Entities described in this MOU.
- E. Participate in cross training and educational events as resources allow, targeted for improving each Entity's knowledge and understanding of the roles and responsibilities of the TDCJ, HHSC, TWC, and DSHS systems.
- F. Inform and provide each Entity with proposed policy or procedure changes affecting each Entity's ability to perform its responsibilities under this MOU. Each Entity shall be afforded 30 days after receipt of proposed change(s) to respond to the recommendations prior to the adoption.
- G. Provide updates to TCOOMMI on the implementation of this MOU semi-annually upon request, through verbal reports provided at regularly scheduled meetings of the TCOOMMI Advisory Committee (TAC) by persons named as official Entity representatives to the TAC.
- H. Actively seek federal grants or funds to operate and expand the service capability to include local and state criminal justice agencies contracting with the public mental health system for the purpose of maximizing Medicaid funding and other entitlements.
- I. Operate the continuity of care and services program for Offenders with funds appropriated for that purpose.

- J. Respond to data requests from the Entities regarding information relevant to continuity of care and services under this MOU.
- K. Designate a staff contact person to serve as liaison for communications regarding activities under this MOU.

4. THE TDCJ, THROUGH ITS DIVISIONS, SHALL:

- A. Provide the names of Offenders to the HHSC, TWC, and DSHS, and the nature of the individual's criminal offense (as needed) to verify prior or current service history.
- B. Develop and maintain a process to ensure any medical, diagnostic, treatment, and criminal offense information pertaining to an Offender will be exchanged with relevant local and state criminal justice agencies or other contract providers within 14 days of knowledge of change in diagnosis or treatment outcomes. The process shall reflect the reporting requirements in state and federal law.
- C. Ensure that an Offender who needs medication has access to a 30 day supply of that medication upon the Offender's release from a TDCJ facility.
- D. Contact the HHSC Deaf and Hard of Hearing Services Regional Specialist at least 60 days before the release of an Offender with hearing impairments from a TDCJ facility to ensure access to appropriate services and resources upon the Offender's release.
- E. Contact DSHS 30 days prior to the release of an Offender diagnosed with communicable or infectious diseases to ensure access to appropriate services and resources upon the Offender's release.
- F. Establish an internal policy or procedure to review Motion to Revoke cases involving any Offender. This review shall address interventions that have been made or should be made prior to final revocation action.
- G. Develop and maintain a process to ensure that TCOOMMI is notified when an Offender is placed in a Community Corrections Facility, State Intermediate Sanction Facility, a contracted Residential Reentry Center, a State-Substance Abuse Felony Punishment Facility, or moved from one county to another. This notification should occur prior to the placement to allow TCOOMMI to set up any psychiatric and/or medical services needed by the Offender.
- H. Develop and maintain a screening process to ensure that an Offender is medically stable prior to placement before being placed in a Community Corrections Facility, a State Intermediate Sanction Facility, a contracted Residential Reentry Center, a State-Substance Abuse Felony Punishment Facility, or moved from one county to another.

5. HHSC SHALL:

- A. Provide a list of regional staff contacts that will be the designated liaisons for all criminal justice referrals. This list shall include contact information regarding the HHSC Deaf and Hard of Hearing Services Regional Specialist who will be contacted 60 days prior to the release of Offenders with hearing impairments from TDCJ facilities.

- B. Participate in research or studies specific to Offender needs relevant to continuity of care and services, resources permitting.
- C. Subject to time and fiscal constraints, provide information, and/or coordinate training, and/or technical assistance to TCOOMMI and other participating Entities regarding HHSC services and consumer eligibility requirements.
- D. Provide and maintain a list of designated staff within each service area who responds to criminal justice referrals for services.
- E. Respond to the TDCJ's data requests to cross reference Offender data against relevant HHSC databases on Offenders regarding information relevant to continuity of care and services under this MOU.

6. TWC SHALL:

- A. Provide a list of regional staff contacts that will be the designated liaisons for all criminal justice referrals. This list shall include contacts for Texas Workforce Solutions-Vocational Rehabilitation Offices.
- B. Participate in research or studies specific to Offender needs relevant to continuity of care and services, resources permitting.
- C. Subject to time and fiscal constraints, provide information, and/or coordinate training, and/or technical assistance to TCOOMMI and other participating Entities concerning issues related to Offenders.
- D. Provide and maintain a list of designated staff within each service area who responds to criminal justice referrals for service.
- E. Respond to TDCJ's data requests to cross-reference Offender data against relevant TWC databases on Offenders regarding information relevant to continuity of care and services under this MOU.

7. DSHS SHALL:

- A. Provide a list of applicable division or department staff contacts that will be the designated liaisons for all criminal justice referrals.
- B. Participate in research or studies specific to Offender needs relevant to continuity of care and services, contingent on the approval of the DSHS Institutional Review Board, resources permitting.
- C. Subject to time and fiscal constraints, provide and/or coordinate training and/or technical assistance to TCOOMMI and other participating Entities concerning issues related to Offenders with medical or mental impairments.
- D. Respond to the TDCJ's data requests to cross-reference Offender data against relevant DSHS databases on Offenders regarding information relevant to continuity of care and services under this MOU.

8. REVIEW AND MONITORING:

TCOOMMI, in coordination with the Entities, shall develop a standardized process for collecting and reporting the MOU implementation outcomes. The findings of these reports shall be submitted to the Texas Board of Criminal Justice and the Legislature by September 1st of each even-numbered year and shall be included in recommendations in TCOOMMI's biennium report.

9. DISPUTE RESOLUTION:

The dispute resolution process provided for in Texas Government Code, Chapter 2009 shall be used by the Entities to attempt to resolve any claim for breach of contract made by any of the Entities that cannot be resolved in the ordinary course of business.

10. DURATION OF MEMORANDUM OF UNDERSTANDING:

This MOU shall be effective upon signature of the Entities and shall remain in effect unless cancelled by any Entity in accordance with the terms described within this document. A periodic review of this Agreement is required no later than the last month of each state fiscal year ending in five or zero.

11. CANCELLATION OR MODIFICATION OF AGREEMENT:

This MOU may be modified at any time in writing and by consent of all Entities, subject to any necessary approvals by each Entity's governing bodies. Changes shall be in the form of a modification and shall become effective upon signature by all Entities. This MOU may be cancelled by any Entity upon 30 days written notice to the other Entities.

12. RELATIONSHIP OF PARTIES:

The Entities are only associated for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, the Entities shall be independent contractors and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to their duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer- employee or principal-agent, or to otherwise create any liability whatsoever with respect to the indebtedness, liabilities, and obligations of another Entity.

13. GOVERNING LAW:

This MOU shall be governed, construed, and enforced in accordance with the laws of the State of Texas.

14. NOTICES:

All notices required or permitted under this MOU shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third day following deposit in the U.S. mail with proper postage affixed, addressed to the respective Entities at the addresses prescribed below or at such other address as the receiving Entity may have prescribed by notice to the sending Entity. Addresses for notices shall be as follows:

TDCJ: Texas Department of Criminal Justice
Rehabilitation and Reentry Division
4616 W Howard Lane, Suite 200
Austin, Texas 78728
Attn: TCOOMMI Manager

HHSC: Texas Health and Human Services Commission
4601 West Guadalupe Street
Austin, Texas 78751-3146
Attn: Cecile Young

TWC: Texas Workforce Commission
101 East 15th Street
Austin, Texas 78778
Attn: Vocational Rehabilitation Division Director

DSHS: Texas Department of State Health Services
1100 West 49th Street
Austin, Texas 78756
Attn: Jennifer Shuford, MD, MPH

15. CERTIFICATION:

IN WITNESS WHEREOF, the Entities have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated.

Ron Steffa, Chief Financial Officer
Texas Department of Criminal Justice

Date

Cecile Young, Executive Commissioner
Texas Health and Human Services Commission

Date

Ed Serna, Executive Director
Texas Workforce Commission

Date

Jennifer Shuford, MD, MPH, Commissioner
Texas Department of State Health Services

Date