

Figure: 37 TAC §159.19(a)

## MEMORANDUM OF UNDERSTANDING

### **Between the Texas Department of Criminal Justice, the Department of Assistive and Rehabilitative Services, the Department of State Health Services and the Department of Aging and Disability Services**

This Memorandum of Understanding (MOU) is entered by and between the Texas Department of Criminal Justice (the TDCJ); the Department of Assistive and Rehabilitative Services (DARS), the Department of State Health Services (DSHS) and the Department of Aging and Disability Services (DADS) for the purpose of establishing a continuity of care and services program for offenders in the Texas Criminal Justice System who are elderly, terminally ill, significantly ill or with a physical disability (offenders with special needs). Collectively the TDCJ, DARS, DSHS and DADS will be referred to as "Entities" in this MOU.

#### **1. AUTHORITY AND PURPOSE:**

Texas Health and Safety Code, §§614.014 - 614.015 requires the Entities to establish a MOU that sets out the Entities' respective responsibilities to institute a continuity of care and service program for offenders in the Texas Criminal Justice System who are physically disabled, elderly, terminally ill, or significantly ill. Specifically, this MOU establishes methods for:

- A. Identifying offenders in the Texas Criminal Justice System;
- B. Developing policies and procedures for the coordination of care and services and for the interagency exchange of information on offenders with special needs; and
- C. Identifying services needed by offenders to reenter the community successfully.

References in this MOU to the elderly under Texas Health and Safety Code §614.014 are not applicable to DARS or DSHS.

#### **2. DEFINITIONS:**

- A. Continuity of care and services refers to the process of:
  1. Identifying the medical or psychological care or treatment needs and educational or rehabilitative service needs of a special needs offender;
  2. Developing a plan for meeting the treatment, care and service needs of a special needs offender; and
  3. Coordinating the provision of treatment, care and services between the various Entities that 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.
- B. Offender, as defined in this MOU, means an individual in the Texas Criminal Justice System who is:
  1. elderly; or

2. an adult with a physical disability, or terminal or significant illness.

**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) about 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 Texas Health and Safety Code, Chapter 614, the Entity shall document the reason for non-compliance and submit the documentation to the Texas Department of Criminal Justice, Reentry and Integration Division, Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI).
- B. Develop and/or maintain policies and procedures ensuring continuity of care and services program for special needs offenders.
- C. Develop and/or maintain policies and procedures providing for the preparation and exchange of assessments or diagnostics for special needs offenders prior to the imposition of community supervision, incarceration or parole, and the transfer of such diagnostics on special needs offenders between local and state entities described in this MOU.
- D. Participate in cross training and/or educational events as resources allow, targeted for improving each Entity's knowledge and understanding of the roles and responsibilities of the TDCJ, DARS, DADS and DSHS systems.
- E. Inform and provide each Entity with proposed policy or procedure changes affecting the Entity's ability to perform its responsibilities under this MOU. Each Entity shall be afforded thirty (30) days after receipt of proposed change(s) to respond to the recommendations prior to the adoption.
- F. 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.
- G. 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 and other entitlements.
- H. Operate the continuity of care and services program for special needs offenders with funds appropriated for that purpose.
- I. Respond to data requests from the other Entities regarding information relevant to continuity of care and services under this MOU.
- J. 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 special needs offenders to DARS, DADS and DSHS and the nature of the individual's criminal offense as needed to verify prior or current service history.
- B. Develop and/or maintain a process to ensure any medical, diagnostic or treatment and criminal offense information pertaining to a special needs offender shall be exchanged with relevant local and state criminal justice agencies or other contract providers within fourteen (14) days of knowledge of change in diagnosis and/or treatment outcomes. The process shall reflect the reporting requirements in state and federal law.
- C. Ensure that a special needs offender who needs medication has access to a ten (10) day supply of that medication upon the offender's release from a TDCJ facility.
- D. Contact the DARS Deaf and Hard of Hearing Services Regional Specialist at least sixty (60) days before the release of an offender with hearing impairments from the TDCJ facility to ensure access to appropriate services and resources upon the offender's release.
- E. Contact DSHS thirty (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 in cooperation with TCOOMMI to review Motion to Revoke cases involving any special needs offender. This review shall address interventions that have been made or should be made prior to final revocation action.
- G. Develop and/or maintain a process to ensure that TCOOMMI is notified when a special needs offender is placed in a Community Corrections Facility, Intermediate Sanction Facility or contract Residential Halfway House. This notification should occur prior to the placement in order for TCOOMMI to set up any psychiatric and or medical services needed by the offender.
- H. Develop and/or maintain a screening process, in cooperation with TCOOMMI, to ensure that an offender being placed in a Community-based Facility or Intermediate Sanction Facility is medically stable prior to placement.

**5. DARS 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 DARS Deaf and Hard of Hearing Services Regional Specialist who will be contacted sixty (60) days prior to the release of offenders with hearing impairments from TDCJ facilities.
- B. Resources permitting, participate in relevant research or studies specific to special needs offenders.
- C. Subject to time and fiscal constraints, provide information and/or technical assistance to TCOOMMI and other participating Entities regarding DARS services and consumer eligibility requirements.

**6. DADS SHALL:**

Provide and maintain a list of designated staff within each service area who responds to criminal justice referrals for services.

**7. DSHS SHALL:**

- A. Designate a staff contact person in each applicable division or department to serve as liaison on criminal justice referrals or issues.
- B. Resources permitting, participate in relevant research or studies specific to special needs offenders, contingent on the approval of the DSHS Institutional Review Board.
- C. Respond to the TDCJ's data requests to cross-reference offender data against relevant DSHS databases on special needs offenders regarding information relevant to continuity of care and services under this MOU.
- D. 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 special needs offenders.

**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 1<sup>st</sup> 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 until August 31, 2017 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 mutual consent of the Entities. 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 thirty (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  
Reentry and Integration Division  
8712 Shoal Creek Boulevard, Suite 280  
Austin, Texas 78757  
Attn: B.J. Wagner

DARS: Department of Assistive and Rehabilitative Services  
CPCSC – Consumer Purchasing Group  
4800 N. Lamar Boulevard, Mail Code 3046  
Austin, Texas 78756  
Attn: Michael Labinski

DSHS: Department of State Health Services  
1100 West 49<sup>th</sup> Street  
Austin, Texas 78756  
Attn: Bob Burnette

DADS: Department of Aging and Disability Services  
Access and Intake Division  
701 W. 51<sup>st</sup> Street  
Austin, Texas 78751  
Attn: Jeffery Seider

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.

\_\_\_\_\_  
Jerry McGinty, Chief Financial Officer  
Texas Department of Criminal Justice

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debra Wanser, Commissioner  
Department of Assistive and Rehabilitative Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon Weizenbaum, Interim Commissioner  
Department of Aging and Disability Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bob Burnette, Director, Client Services Contracting Unit  
Department of State Health Services

\_\_\_\_\_  
Date