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## ***Memorandum of Understanding***

WEBB COUNTY, TEXAS

### **I. Objective:**

BY CS The present agreement is entered between the Webb County Court at Law II Juvenile Drug Treatment Court Program, hereafter referred to as Youth Success Court Program and, WestCare Texas hereafter referred to as WestCare Texas for the purpose of providing coordinated, developmentally appropriate mental health and substance use disorder treatment services to youth participating in the Juvenile Drug Court System.

### **II. Roles and Responsibilities:**

Youth Success Court Program agrees to:

1. Identify youth eligible for participation through screenings and assessments.
2. Refer participants to WestCare for mental health and/or substance use awareness and prevention and provides education on those topics through evidence-based Botvin's LifeSkills Training.
3. Secure required parental or legal guardian consent and participant assent for participation in Botvin's LST and information sharing.
4. Invite WestCare to participate in multidisciplinary team meetings and status hearings.
5. Monitor progress reports and compliance with treatment plans.
6. Apply incentives and sanctions as part of the juvenile drug court model.

WestCare agrees to:

1. Assist and serve area juveniles with programs, education, life skills, recreation, and community involvement.
2. Help at-risk students improve in academics, attendance and/or behavior, encouraging more students to stay in school, graduate and prepare for post-secondary life.
3. Work closely with school districts to address the barrier between home and school issues.
4. Notify the Youth Success Court Program of engagement and progress.
5. Participate in the Youth Success Court Program staffing/team meetings.

### **III. Notice of Priority Population**

When addressing substance use disorder (SUD), certain populations are often considered priority due to their increased vulnerability, specific needs, or barriers to accessing care. WestCare's priority populations include the following: pregnant injecting individuals, pregnant individuals, injecting drug users, individual identified as being high risk for overdose, DFPS individuals, and individuals who are unhoused or at risk for homelessness.

**IV. Non-Duplication of Services**

Each party shall conduct a review of their current services and operations related to the scope of this MOU to identify any potential overlaps with the other party's services. WestCare and Youth Success Court Program shall maintain regular communication to discuss and coordinate efforts, ensuring that no duplicate services are provided within the agreed-upon scope of this MOU. If a potential duplication of services is identified, the parties agree to promptly address and resolve the issue through collaborative discussions and adjustments to their respective service offerings.

**V. Admissions, Transition and Discharges**

Both parties agree to share timely and relevant information about participant admissions, discharges, transition, referrals, and service changes. This will be completed through the use of various communication methods such as phone calls, emails, referrals, and warm hand-offs. When participants experience a crisis or need to transition to another facility or agency, both parties will work together to provide prompt support. If urgent medical or psychiatric care is needed, appropriate referrals or transfers to emergency departments or specialized clinics will be arranged quickly. With the participant's consent, relevant information, including medical records, prescriptions, and follow-up plans will be shared to ensure a smooth, safe, and timely transition, while maintaining continuity of care. All shared participant information will comply with HIPAA and each agency's policies.

**VI. Care Coordination and Tracking**

Care coordination and service delivery will be tracked through shared case notes, documentation in EHR systems, admission/discharge and referral logs, regular case reviews, case and treatment staffing, case conceptualizations, and quarterly agency meetings to support effective communication, continuity of care, and collaborative service planning.

**VII. Client's Freedom to Choose Provider**

Both parties acknowledge and respect each client's right to choose their preferred service providers. Both parties support client autonomy and ensure that individuals are not pressured or limited in their decision-making. Each party agrees to provide clear information about available services and to support clients in making informed choices that reflect their personal goals, needs, and preferences.

**VIII. Confidentiality**

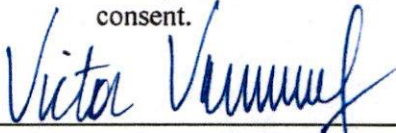
Information sharing between the agencies will occur only with the client's informed consent. Both parties understand a written consent will be required prior to any exchange of client information. It is required that the organizations obtain client consent, to comply with privacy and confidentiality requirements, including but not limited to those of HIPAA (Pub. L. No. 104- 191, 110 Stat. 1936 (1996), 42 CFR Part 2, and other federal and state laws, including patient privacy requirements specific to the care of minors.

**IX. Amendments**

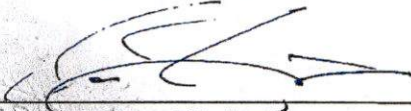
This agreement may be amended by the mutual agreement of the parties hereto in writing, to be attached and incorporated into this agreement.

**X. Termination and Renewal**

Either party may terminate this MOU with seven days' written notice to the other party. In the event of termination, both parties will work together to ensure a smooth transition and continued care for participants. This MOU will be effective from **September 1, 2024**, and will continue until **August 31, 2025**. Both parties agree to review and renew this agreement on an annual basis, unless otherwise amended or terminated by mutual consent.



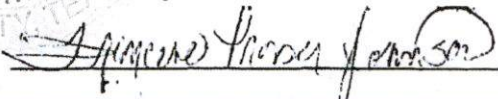
Honorable Victor Villarreal  
Webb County Court at Law II



Honorable Tano Tijerina  
Webb County Judge



Honorable Margie Ramirez Ibarra  
Webb County Clerk



Francine Prosser Johnson  
WestCare Texas Regional Vice President