

Memorandum of Understanding
Texas Department of Family and Protective Services, Child Protective Services Division
and
Texas Court Appointed Special Advocates
November 2013

I. Overview

The purpose of this Memorandum of Understanding (MOU) is to define and foster a collaborative working relationship between Court Appointed Special Advocate programs throughout the state, hereafter referred to as CASA, and the Texas Department of Family and Protective Services, Child Protective Services Division, hereafter referred to as CPS. This agreement establishes consistent policies and procedures that enhance the working relationship between CASA and CPS programs. The parties expect that the protocols within this document will be adhered to and enforced by state and local leadership.

II. Respective Roles – CPS and CASA

CPS is statutorily required to investigate allegations of abuse and neglect of children in Texas, and, when appointed as the managing conservator for a child being brought into the state's care on a temporary or permanent basis due to abuse or neglect, to act in the child's best interest regarding decisions of placement, education and medical care, services for the family, permanency planning, and others.

CASA volunteers are appointed to provide advocacy and best interest representation for children in the care of CPS whose families are involved in a CPS case. CASA programs adhere to standards promulgated by National CASA and Texas CASA. The minimum expectations of service for CASA volunteers are outlined in this agreement under CASA responsibilities.

III. Appointment of a CASA

Judges can appoint CASA at any point in the case: the ex parte hearing, adversary hearing, status hearing, initial permanency hearing, permanency hearing or review hearing. Typically, most CASA appointments are made at the ex-parte or 14-day adversary hearing. CASA's appointment to the case continues until the case is closed by the court or CASA is removed from the case by a court order. In extended jurisdiction cases when a youth who has turned 18 agrees to remain in care and indicates a desire in writing for his or her CASA to continue, CASA appointment will continue. Local CASA programs who do not have the volunteer capacity to accept all case appointments will work with local courts to determine a process for selection of cases for CASA appointment.

CASA may also be appointed by a judge to a juvenile or cross-over case or a court-ordered services case. CASA's appointment in these types of cases also continues until the case is closed or CASA is dismissed by court order.

IV. Local CASA – Program Courtesy Assistance

Given the vast geographical area of the state, local CASA programs will, as resources and local program policies permit, provide assistance to each other in fulfilling their responsibilities on a case. The local CASA program will notify the CPS caseworker when courtesy assistance is requested and provided and will notify the CPS caseworker when the courtesy assistance concludes.

V. CASA Responsibilities

- A. Notification of Appointment:** CASA will provide timely written notification of appointment to CPS, the attorneys, parents, and all other parties to the case in a manner agreed to locally. This notification will identify the CASA staff and CASA volunteer advocate assigned to the case and will provide contact information for both.
- B. Obtaining Court Order to Access Child Files:** In cases where the CASA is not appointed Guardian Ad Litem (GAL) by the court, the CASA program shall seek a court order to gain access to the child's records. A sample Order of Appointment is attached.
- C. Assist in Identifying the Child's Best Interest:** In a timely manner after appointment, and throughout the case, CASA shall review all records and documents permissible by law, court order or this MOU. CASA will interview the child, parents, social workers, teachers, and other persons to determine the facts and perspectives of the child and the child's situation.
- D. Maintain Regular Contact with the Child**
 - i. CASA volunteers will meet in person with the child as required by CASA standards.
 - ii. While CASA and CPS may visit together, it is expected that both will visit the child separately the majority of the time to gain an independent perspective. CASA will continue to visit the child according to CASA standards until CASA is dismissed from the case.
 - iii. The CASA program will assure only qualified trained volunteers and staff will have contact with the child assigned to the CASA program.
 - iv. CASA will have other types of age-appropriate contact with the child, including telephone calls, emails, video-conferencing, and/or letters, as applicable for the child's age and interests.
- E. Transportation of Children:** If a local CASA program's policies allow CASA to transport children, the CASA will secure written permission for transporting the child from the CPS caseworker.
- F. Represent the Child's Best Interest**
 - i. Ensure that a Case Plan, Education Portfolio and Health Passport have been created and maintained for the child.
 - ii. Provide input for the Health Social Educational and Genetic History report (HSEGH), profile in TARE, Life Book, targeted recruitment and preparation for adoption.
 - iii. Participate in Permanency Planning Meetings, Transition Planning Meetings, Discharge Planning Meetings, and Adoption Selection Staffing. Participate in the Family Group Decision-Making Meetings (Family Group Conferences, Family Team Meetings and Circles of Support) per protocol. CASA may assist CPS in the engagement of family members and children in Family Group Decision-Making Meetings.
 - iv. The CASA volunteer and CASA Supervisor will review home studies of prospective adoptive families that are determined eligible by CPS and will be invited to participate in the selection staffing for the child or children. CASA will offer an opinion as to appropriateness of a potential family to CPS and the court.
 - v. Appear at all hearings to advocate for the child's best interest and permanency. Provide testimony when necessary, making recommendations for specific services

for the child and, when appropriate, the child's family. Provide written court reports for all regularly scheduled hearings.

- vi. Participate in mediation regarding access to, conservatorship of, or any other issue regarding the child.
- vii. Report on the progress of the Child and Family Service Plan(s).
- viii. Review the medical care provided for a child and seek to elicit, in a developmentally appropriate manner, the child's opinion on the medical care provided.

G. Confidentiality:

- i. All information and records regarding the case will be kept confidential. Local CASA programs will have board-approved written policies and procedures in place to assure confidentiality of case information and records.
- ii. If sharing confidential information with outside parties such as foster parents and placements, schools and health care providers is necessary for the care and protection of the child, the information shared should always be the minimum necessary for the care and protection of the child and follow CPS and/or CASA policies.
- iii. Once a case is closed and/or CASA is dismissed, CASA will assume full responsibility for ensuring all CPS records in their possession are either destroyed or kept in safe, secure storage for a time determined in writing in the local program board-approved policies.

- H. Notification of CASA Dismissal:** When CASA is dismissed from the case prior to the case being closed, CASA will provide written notification of dismissal in a timely manner to CPS, the attorneys, parents and all other parties to the case. When CASA is dismissed at the same time the case is closed, CASA will provide written notification of dismissal to parents, kinship or adoptive placements.

VI. CPS Responsibilities

A. Access to the Child's Records and Information

- i. **Provision of Hard Copy Files:** In a timely manner after CASA appointment to a case, CPS will provide to CASA a hard copy of the Child and Family Service Plans, Permanency Progress Reports, Placement Review Reports, and any reports filed with the court. CASA may also obtain such records from the court.
- ii. **Review of Other Records:** CPS will make available to CASA, in a manner agreed to locally, other records as permissible by law and/or court orders, including medical and mental health records (which may include psychological or other assessments of the child and therapy notes regarding the child). CPS will only make available a child's drug/alcohol treatment records if the child has specifically consented to that disclosure by signing and authorizing the disclosure on the required consent form.
- iii. **Electronic Access to Records:** Each local CASA organization shall have electronic access to the health passport for children assigned to that local organization's staff or volunteers. Upon the development of an internet application allowing a CASA representative to access a child's case file through the DFPS IMPACT database and add the advocate's findings and reports to the child's case file, a CASA representative will have access to the database in accordance with HHSC rules adopted pursuant to statute.

- iv. **Access to Parent Records:** CASA will be granted access to parent records when a court order specifies that such a release of records is permissible, or upon a signed parental release.
- B. **Access to Child:** CPS will provide information to CASA about the child's placement, including all contact information, location and address, in a timely manner following CASA's appointment to the case. CPS will ensure access to the child to facilitate the in-person visits or other types of appropriate communication between the CASA and the child, and will ensure contracted residential providers are aware of these requirements.
- C. **Notifications and Invitations:**

Notifications:

- i. CPS will provide notice to the CASA program of all hearings and intent to non-suit in a timely manner. CPS will provide CASA with a copy of the Parent-Child Visitation plan when the plan is developed, as well as any changes or updates to the plan.
- ii. CPS will notify CASA of planned mediation.
- iii. If a youth is involved in the juvenile justice system or juvenile hearings, CPS will notify CASA of these hearings.
- iv. CPS will notify CASA upon receipt of a provider's notice to end placement. CPS will consult with a child's CASA volunteer in making placement decisions. In cases of emergency placements where there is not time for consultation, CPS will notify the CASA as soon as possible after the change, but in no case later than three working days after the emergency placement change.
- v. CASA will provide in writing information about the child's needs to be attached to the Common Application and provided to the Child Placement Unit to assist in finding the most appropriate placement for the child

Invitations:

- vi. CPS will invite CASA to participate in Permanency Planning Meetings, Transition Planning Meetings, Discharge Planning Meetings, and Adoption Selection staffing. CPS will invite CASA to participate in Family Group Decision-making Meetings (Family Group Conferences, Family Team Meetings, and Circles of Support) per protocol. CASA may assist CPS in the engagement of family members and children in Family Group Decision-making Meetings. Invitations shall occur as soon as possible after the meeting is scheduled.
- vii. The CASA volunteer and the CASA Supervisor shall be invited by CPS to participate in the mediation process when CPS is the party responsible for issuing invitations.

VII. General Provisions Applicable to Both Parties

CASA and CPS will:

- A. **Share Information:** Share records and information in accordance with law and court orders. CASA and CPS acknowledge that collaboration throughout the life of a case helps to ensure the child's continued safety, well-being, and opportunities for permanency. CASA and CPS acknowledge that information sharing benefits children. Information sharing and communication helps to prevent disagreements that may impede the progress in meeting the needs, assuring the well-being and safety of the child. It also helps to secure the best and most timely permanency outcome for the case.

Unless limited by court order, areas of information-sharing may include:

- i. identification of relative(s) and fictive kin;
- ii. issues regarding visitation;
- iii. child's placement and the placements' ability to meet the child's need for safety, well-being and permanency;
- iv. child's education, including special education Admission, Review and Dismissal (ARD) meetings; the name and contact information of the education decision-maker and/or special education decision-maker (surrogate parent); and other important education information, meetings, events or activities;
- v. child's diagnosis of physical or mental illness and any therapeutic interventions, including psychotherapy or prescribed medication; the name and contact information of the person authorized to consent to medical care on behalf of the child, and records and notes, including therapy notes;
- vi. identified needs of the child or family and progress or assistance provided in the plan of service to meet these needs; information sharing in development of service plans and amendments to service plans and visitation plans;
- vii. post-termination of parental rights adoption preparations, search and progress;
- viii. supports for transition from care into independent living; and
- ix. home studies of potential placements, foster, relative and adoptive placements selected by CPS as being eligible for consideration.

B. Communicate with Necessary Parties

- i. **CPS Caseworker and CASA:** Will communicate with one another after initial appointment and at least one time per month for the duration of the case.
- ii. **Current Primary Caregiver:** Meet in person with the child's current primary caregiver in a timely manner after placement occurs, and communicate with the caregiver at least once a month.
- iii. **Court:** Inform the court promptly of important developments in the case through appropriate means as determined by court rules and statute.
- iv. **Other Parties:** Interface with the mental health, medical, legal, educational and other community systems to advocate for the child's best interest. CPS and CASA will work collaboratively to ensure that foster parents, kinship providers, schools, child placing agencies and others providing services have the records needed to appropriately provide services and assistance. Confidential information should be shared to the minimum extent necessary to care for the child.

C. Search for Family/Fictive Kin: Work together to identify as many family members and fictive kin as possible for a child. CASA and CPS will share results of diligent search activities, case mining and family-finding and engagement efforts.

D. Encourage Self-Advocacy for Children and Youth: Encourage children and youth to advocate for their rights as well as ensure that the system respects and enforces their rights. CASA and CPS shall ensure children have been provided information about their rights as outlined in the Rights of Children and Youth in Foster Care "Bill of Rights" as required by CPS licensing standards and the residential contract provisions.
[http://www.dfps.state.tx.us/Adoption and Foster Care/About Foster Care/rights.asp](http://www.dfps.state.tx.us/Adoption%20and%20Foster%20Care/About%20Foster%20Care/rights.asp)

E. Encourage Youth Participation: Encourage youth participation in court through attendance in person, and, if in person attendance is not possible, by teleconference. CASA and CPS shall also encourage youth to communicate their needs, desires and wishes with the court.

- F. **Submit Court Reports:** Provide written court reports for regularly scheduled hearings – Adversary, Status, Initial Permanency, Permanency, and Placement Review hearings. These hearings are usually scheduled in advance and will allow time for CASA and CPS to discuss critical information each considers important to include in a court report. Prior to court hearings and preparation of written court reports, the CPS caseworker and the CASA volunteer should communicate and share information regarding recommendations related to placement, visitation, permanency and concurrent plans, and provision of services.

It is expected that CASA and CPS may have different recommendations in written court reports. Collaboration, discussion and sharing of information prior to the submission of reports to the court are important and should promote better outcomes for children.

CPS shall provide to CASA copies of its written court reports ten calendar days prior to a court hearing as required by the Texas Family Code. CASA shall provide copies of its written court reports to CPS as soon as possible, but not later than five calendar days prior to a court hearing.

Local jurisdictions will agree upon the method by which these court reports will be shared.

- G. **Cross-Train:** Work together on a statewide and local level to develop opportunities to share training information or participate together in training. Knowing Who You Are and Permanency Values training are examples of good co-training opportunities. CPS will request local CASA participate in new caseworker training. CASA will request local CPS participate in new volunteer training.

- H. **Address Disproportionality:** Will create collaborative efforts to address the issue of quality service for all children with the goal of positively impacting the mental health and well-being of children in foster care. Joint training opportunities to examine the issues of racial identity and disproportionality will be explored.

- VIII. **Resolution of Conflicts:** CASA and CPS will work together to address conflicts and seek resolutions. Should disagreements and/or grievances occur between CPS and CASA on a case, the issues should be brought to the attention of the CPS Supervisor and the CASA Supervisor by the CPS case worker and the CASA volunteer. With the CPS and CASA Supervisors' assistance, the CPS Caseworker and the CASA volunteer should attempt to resolve these concerns. If resolution cannot be reached, the CPS Supervisor and the CASA Supervisor will take steps to resolve the concerns. If no resolution is reached, CPS will enlist the assistance of individuals according to the appropriate chain of command (i.e., Program Director, Program Administrator, Regional and/or State-level Directors) and the CASA Supervisor will enlist the assistance of individuals according to the appropriate chain of command (i.e., local CASA Program Director, Executive Director and/or Texas CASA) to resolve the issue.

IX. **Terms of Agreement**

- A. **Effective Date:** This agreement is effective upon signatures of the undersigned parties and will remain in effect until it is:

- i. Modified by agreement between Texas CASA and CPS; or
- ii. Terminated by either party. Either party may terminate this agreement without cause by giving the other party written notice of termination.

B. Review of Agreement: Local CASA and CPS programs will review this agreement every two years and sign and re-commit to the working relationships outlined in this document.


Local Procedures: Local CASA and CPS offices may develop procedures consistent with this MOU in order to implement the requirements of the MOU in a way that enhances the parties' collaborative partnership but does not change the substantive provisions of the MOU. Informal local agreements regarding the methods by which the parties will communicate and collaborate that do not decrease collaboration or access outlined in this MOU do not require prior approval from the state CASA or DFPS office. Formal addendums that modify substantive provisions or policies outlined in this state MOU will require review by Texas CASA and approval from DFPS state office.

C. Judiciary: The parties agree that both local CASA programs and local CPS offices should provide a copy of current signed agreements to the judiciary responsible for hearing child abuse cases in their region, and, if possible, meet annually with all judges to further communication and collaboration with a goal of improving service and assistance to child victims and their families.

Texas Department of Family and Protective Services

Texas/Court Appointed Special Advocates


Signature


Signature

Printed Name: **AUDREY DECLINGRA**
Title: **ASSISTANT COMMISSIONER for CPS**

Printed Name: **Vicki Spriggs**
Title: **CEO**

11/15/13
Date

November 15, 2013
Date

Attachments:

- I. Local Program Signature Page
- II. How Information Will be Provided
- III. Sample Order for GAL Appointment
- IV. Sample Order for Volunteer Advocate Appointment

Local Program Signature Agreement Page

The representatives from CPS and CASA named below have met and reviewed the statewide Memorandum of Understanding (MOU) between the Texas Department of Family and Protective Services, Child Protective Services Division and Texas Court Appointed Special Advocates (CASA) that was adopted November 2013.

Local CASA and CPS programs will review this agreement every two years and re-commit to the working relationship.

We (CPS and CASA) understand that no modifications can be made to the adopted statewide MOU. We may develop procedures that are consistent with this MOU in order to implement the requirements of the MOU in a way that enhances the parties' collaborative partnership but does not change the substantive provisions of the MOU. Informal local agreements regarding the methods by which the parties will communicate and collaborate that do not decrease collaboration or access outlined in the MOU do not require prior approval from the state CASA or DFPS office. Formal addendums that modify substantive provisions or policies outlined in the state MOU will require review by Texas CASA and approval from DFPS state office.

Texas Department of Family and
Protective Services/CPS Representative

Texas Local CASA/Court
Appointed Special Advocate
Representative

Signature

Signature

Printed Name:

Printed Name:

Title:

Title:

Counties Represented:

Local CASA Program Name:

Counties Represented:

Date

Date

**ATTACHMENT II
How Information Will be Provided**

Information Type	How Information Will be Provided
Child and Family Service Plans	Hard copy provided by CPS, or by other agreed-upon secure method.
Education Portfolio	Access at child's placement.
Health Passport	Electronic access provided to certain CASA staff representatives.
Documents filed with court	Hard copy provided by CPS, or by other agreed-upon secure method.
Caseworker narratives	Access in CPS office.
Psychological/therapy notes of child	Access in CPS office, by other agreed-upon method, or as court requires.
Home studies	Access in CPS office, by other agreed-upon method, or as court requires.
Common Application for Placement	Access in CPS office, by other agreed-upon method, or as court requires.
Psychological/therapy notes of parent	Only provided if parent consents and/or court requires.
Drug/alcohol records of child	Only provided if child consents.
Drug/alcohol records of parent	Only provided if parent consents.