

OCT 5 2018

Approved

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY:** Carla Hester

**TODAY'S DATE:** 9/21/18

**DEPARTMENT:** County Judge's Office

**SIGNATURE OF DEPARTMENT HEAD:**

**REQUESTED AGENDA DATE:** October 5, 2018

**SPECIFIC AGENDA WORDING:** Consideration of County Child Welfare Services Non-Financial Agreement with Texas Dept. of Family & Protective Services (DFPS), Contract #HHS0001700

**PERSON(S) TO PRESENT ITEM:** County Judge Roger Harmon

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:**

**ACTION ITEM:**   x  

**WORKSHOP:** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item)

**CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:**   x  

**IT DEPARTMENT:** \_\_\_\_\_

**AUDITOR:** \_\_\_\_\_

**PURCHASING DEPARTMENT:** \_\_\_\_\_

**PERSONNEL:** \_\_\_\_\_

**PUBLIC WORKS:** \_\_\_\_\_

**BUDGET COORDINATOR:** \_\_\_\_\_


**OTHER:** \_\_\_\_\_

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL

 \_\_\_\_\_ Date

## COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT

### I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS), and the Commissioners' Court of Johnson County (County) agree to enter this Agreement to establish and maintain a child welfare board to administer a county wide, jointly financed, state administered, and regionally operated child welfare program to meet the needs of children in the county who are in need of protective services.

The County and DFPS are referred to collectively herein as the "Parties."

### II. AGREEMENT TERM.

This Agreement starts on October 1, 2018, and ends on September 30, 2025 unless renewed or terminated as provided for in this Agreement. The Parties agree to review this Agreement when one of the Parties identifies a possible modification to the Agreement and provide written notice to the other Party of the possible modification in order for the Parties to address.

### III. COUNTY RESPONSIBILITIES.

The County agrees:

- A. To establish and/or maintain a Child Welfare Board (the Board) as set out by statute in the Texas Family Code Section 264.005.
- B. That the Board will have at least seven, but not more than 15 members appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis.
  1. Initially members will be appointed to serve the following terms:
    - a. Third of the members to three-year terms;
    - b. Third of the members to two-year terms; and
    - c. Third of the members to one-year terms.
  2. In successive years, from two to five new members will be appointed.
  3. Members will serve at the pleasure of the Commissioners Court and without compensation.
- C. To provide funding at the County's discretion for the care of any child in need of protective placement who is under the conservatorship of the DFPS, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
- D. To provide funding at the County's discretion for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.

### IV. BOARD RESPONSIBILITIES.

DFPS and the County agree that the Board will have the following responsibilities.

- A. Assist the DFPS in identifying and meeting the needs of the children in the County.
- B. Explain the child welfare program and needs to the County and explain to DFPS staff the County's conditions and attitudes on policy, services, and priorities.

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- C. Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County covered under this Agreement.

**V. DFPS RESPONSIBILITIES.**

DFPS agrees:

- A. To seek Title XIX Medicaid coverage within the amount at, duration, and scope of the Medicaid program as defined by the state agency responsible for administration of these funds, for any child eligible for AFDC-foster care or state-paid foster care and who is eligible for Medicaid benefits.
- B. To receive and expend children's personal funds (SSI, SSA, child support, etc.), in accordance with the needs of each child and state and federal laws and regulations, for children in the DFPS conservatorship.

**VI. GENERAL TERMS AND CONDITIONS.**

DFPS, County and the Board agree to comply with the following.

**A. Amendments.**

Any change to this Agreement must be in writing and signed by authorized representatives of both Parties.

**B. Termination.**

Either party may terminate this Agreement by providing 30 days' written notice of termination. Any written notice of termination must provide the date of termination, and the Party that receives the termination notice will confirm receipt of the notice by notifying the sending Party.

**C. Background Checks and Removal.**

1. For the purposes of background checks, members are considered volunteers.
2. If members have regular access to DFPS clients, a background check is required and the County will submit information necessary for DFPS to conduct background checks on its volunteers according to DFPS Background Checks Handbook under the applicable policy section at [http://www.dfps.state.tx.us/handbooks/Background\\_Checks/default.asp](http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp), including any required disclosures. Furthermore, before the volunteer can have regular access to DFPS clients, the County must receive notice from DFPS that the background check has been approved.
3. If while providing direct services, having direct client contact and/or access to client records, the County becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the County will notify DFPS within ten business

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days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

### **D. Confidential Information.**

1. County agrees to only use DFPS confidential information for the purpose of this Agreement and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
  - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
  - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
  - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
  - d. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99;
  - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
  - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. § 290dd-2; 42 CFR Part 2;
  - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
  - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
  - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
  - j. Texas Family Code § 261.201 and related provisions in Chapters 261 and 264;
  - k. Texas Health and Safety Code § 81.046 and Chapters 181 and 611;
  - l. Texas Human Resources Code § 12.003, § 40.005, and Chapter 48;
  - m. Texas Public Information Act, Texas Government Code Chapter 552;
  - n. 19 TAC Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
  - o. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. County will notify DFPS immediately, but not later than 24 hours, after County discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information.
3. County will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.

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4. County will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.
5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Agreement by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
  - a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;
  - b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
  - c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.

### **E. Records Retention.**

1. County will maintain legible copies of this Agreement and all related documentation for a minimum of seven years after the termination of this Agreement or seven years after the completion of any litigation or dispute involving the Agreement, whichever is longer.
2. **COUNTY WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS AGREEMENT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVE WRITTEN APPROVAL FROM THE DFPS AGREEMENT MANAGER.**

### **F. Anti-Discrimination.**

1. County agrees to comply with state and federal anti-discrimination laws, including:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
  - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
  - c. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.);
  - d. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107);
  - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);
  - f. Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and
  - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
2. County agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from

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participation in or denied any service or other benefit provided by Federal or State funding or otherwise be subjected to discrimination.

3. County agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a County from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Counties to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. County agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.
4. County agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>.
5. County agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. County must provide written notice to beneficiaries of these rights.
6. Upon request, County will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the County's civil rights policies and procedures.
7. County must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office  
701 W. 51st Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885

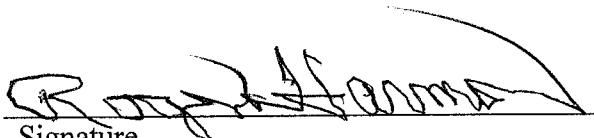
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By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party

**Texas Department of Family  
and Protective Services**

**JOHNSON COUNTY**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Printed Name: Kristene Blackstone  
Printed Title: Associate Commissioner CPS

Printed Name: Roger Harmon  
Printed Title: County Judge

\_\_\_\_\_  
Date

10/5/18  
\_\_\_\_\_  
Date