

Child Welfare Services Contract Non-Financial

Contract # 23939111

- I. The Texas Department of Family and Protective Services (the Department), and the Commissioners' Court of **Wise** County (the County) agree to enter this contract 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. If the child welfare board was previously established, then this contract is to maintain it. This contract is entered into under the authority of Chapter 791 of the Texas Government Code.
- II. The County agrees:
 - A. To establish and maintain a Child Welfare Board (the Board) as set out by statute in the Texas Family Code §264.005.
 - B. That the Board will consist of not less than seven nor more than fifteen persons appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis. Initially, the appointees will be designated to serve the following terms: 1/3 of the members appointed to three-year terms; 1/3 of the members to a two-year term; and 1/3 of the members to a one-year term. In successive years, from two to five new members will be appointed. Members will serve at the pleasure of the Commissioners' Court. Members serve without compensation.
 - C. To remove or suspend any member who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal code; or an offense under the Texas Controlled Substances Act. If it is determined that the member has not committed such offenses, the member may be reinstated; however, the County will notify the Department of its intent to do so ten (10) working days prior to the reinstatement. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reinstatement upon the request of the Department.
 - D. 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 Department, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
 - E. To provide funding at the County's discretion for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.
- III. The Board required under Article II, Section A, of this contract will have and exercise such lawful authority, duties and responsibilities as conferred upon it by statute, the Department and the County. The Department and the County agree that the Board will have the following duties:
 - A. Assist the Department in identifying and meeting the needs of the children in the county who are covered under this contract.
 - B. Explain the child welfare program and needs to the community and explain to Department staff the community's conditions and attitudes on policy, services, and priorities.
 - 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 contract.
 - D. Ensure the confidentiality of records and other information relating to children and families according to applicable federal and state law, rules and regulations. This provision does not limit the Department's right of access to client case records or other information relating to

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clients served under this contract, except to the extent that the Department acts outside of applicable state or federal law, rules or regulations applicable to such record or information.

- E. Prescribe such bylaws, not inconsistent with the terms of this contract and applicable state laws, as may be necessary or desirable to insure the efficient operation of the Board. Such bylaws will be approved by written order of the Commissioners' Court.

IV. The Department agrees:

- A. To seek Title XIX Medicaid coverage within the amount, 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 Department conservatorship.

V. The Parties mutually agree:

- A. That this mutually undertaken child welfare program must meet state licensing and/or certification standards for child-caring and child-placing activities as a condition to continuation of this contract.
- B. **Anti-Discrimination.** Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:
- 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 Stamp Act of 1977 (7 U.S.C. §2011 *et seq.*); and
 - g) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
 - i) Contractor agrees to comply with all amendments to the above-referenced 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 may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
 - ii) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor 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. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages

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other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- iii) Contractor agrees to comply with Executive Order 13279, and its 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, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- iv) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
- v) Contractor 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 (10) calendar days after receipt of a complaint. Notice provided pursuant to this section 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

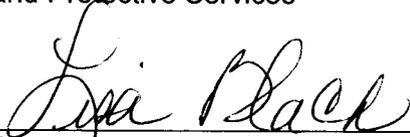
- C. That there will be an annual review of this contract conducted to consider any appropriate changes.
- D. That the term of this contract will be for a period beginning on the effective date of this contract and it will terminate at such time as the federal, state, or county governments cease to participate in the program, by mutual consent of all parties hereto, or upon breach of the contract by one of the parties hereto. If mutual consent cannot be attained, either party to this contract may consider it canceled by giving thirty (30) days notice in writing to the other party, and this contract will thereupon be canceled upon the expiration of such thirty (30) day period. It is further agreed and understood that in the event the federal or state laws or other requirements should be amended or judicially interpreted so as to render fulfillment of this contract on the part of either party unfeasible or impossible or if the Department and the County should be unable to agree upon modifying amendments which would be needed to enable substantial continuation of the program as a result of such amendments or judicial interpretations, then, and in that event, the Department and the County will be discharged from further obligation created under the terms of this contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- E. That this contract will constitute the entire agreement of the County and the Department and supersedes any other agreement(s), contract(s), or amendment(s) whether formal or informal, which have been previously entered into by and between the County and the Department relating to the services covered under this contract.
- F. **Fair Labor Standards Act.** The Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor.

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This Contract will be in force effective October 1, 2011 through September 30, 2012 and will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner.

Texas Department of Family
and Protective Services

Contractor: Wise County



Signature

Signature

Printed Name: Lisa Black MSW

Printed Name: Honorable Judge Bill

Printed Title and District: District Director,
Regional Director

McElhaney

Printed Title: County Judge

8-22-11

August 8, 2011

Date

Date

Signature Authority Designation

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Wise County
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, or verify that the signature below is the only signature authority designated for contracting with DFPS.

Document attached (e.g., from the contractor's governing body)

Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Bill McElhenny
Printed Name

Bill McElhenny
Signature of Authorized Representative

County Judge
Title of Authorized Representative

August 8, 2011
Date

Wise County, Texas
Legal Name of Contractor/Potential Contractor

27930111
Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual.

**DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
Additional Authorized Signature Designation**

Contractor's Name & Mailing Address:

Date: 08/08/11

Wise County, Texas

P.O. Box 899

Decatur, Texas 76234

Program Name & Contract Number:

CHILD WELFARE SERVICES CONTRACT - NON-FINANCIAL
CONTRACT # 23439111

Designation of Contract Signatories

The agency's contract signatory, as referenced on the Signature Authority Designation (form 2031), for the above listed program contract has authorized the following person(s) listed below to approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature

Certification of Designation

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the Division of Regional CPS Contracts in writing of any changes to the above list.

Printed or Typed Name & Title of Contract Signatory

Signature