



## TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER  
Carey D. Cockerell

July 23, 2008

The Honorable Mike Brown  
Tom Green County Courthouse  
122 West Harris  
San Angelo, Texas 76903

Re: County Child Welfare Board (Non-Financial) Contract No. 23408181

Dear Judge Brown:

On behalf of the Texas Department of Family and Protective Services (DFPS), I would like to express our Agency's appreciation to Tom Green County for their participation with Child Protective Services through the County's Child Welfare Board. The current contract agreement will expire on August 31. To continue our relationship with the Tom Green County Child Welfare Board, a new contract must be signed and executed to coincide with our new fiscal year (2009).

Enclosed are two originals and one "draft" copy of the newly created contract. Also enclosed is Form 2046. Please review both documents and sign and date the two contract originals and Form 2046 where indicated. The two contract originals and Form 2046 must be returned to my office. A pre-addressed, return-envelope is also enclosed for your use. The "draft" copy of the contract is to be retained by your office. To fully execute our contract agreement, the documents must be signed by Bit Whitaker, Regional Director for Children's Protective Services, Regions 02 and 09. Once Ms. Whitaker has signed, an original contract will be mailed to you as the official agreement.

To execute this agreement effective September 1, 2008, it is requested the contract documents be returned to my office no later than **August 15, 2008**. DFPS also requires a copy of the minutes from the Commissioners' Court meeting pertaining to the signing of this contract agreement.

Feel free to contact my office at 432/684-3264 or via email, [connie.burton@dfps.state.tx.us](mailto:connie.burton@dfps.state.tx.us).

Sincerely,

Connie M. Burton  
Contract Technician

Enclosures

# Child Welfare Services Contract Non-Financial

## Contract # 23408181

- I. The Texas Department of Family and Protective Services, hereinafter referred to as the Department, and the Commissioners' Court of **Tom Green** County, hereinafter referred to as 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 §40.058 of the Human Resources Code and is not an agreement under Ch. 771 of the Government Code.

II. The County agrees:

- A. To establish and maintain a Child Welfare Board, hereinafter referred to as 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 shall 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 shall 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 shall 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 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.

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- 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 shall 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 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 shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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- 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. 51<sup>st</sup> 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 shall be an annual review of this contract conducted to consider any appropriate changes.
- D. That the term of this contract shall be for a period beginning on the effective date of this contract and it shall 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 shall 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 shall 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 shall 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.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated affix their signatures and bind themselves during the effective dates. This contract shall be in force effective September 1, 2008 through August 31, 2009.

**TEXAS DEPARTMENT OF FAMILY  
AND PROTECTIVE SERVICES**

**TOM GREEN COUNTY**

\_\_\_\_\_  
 Bit Whitaker Date  
 CPS Regional Director  
 Regions 2/9

*Richard J. Brown* 07/29/08  
 Judge Mike Brown Judge Pro Tem Date  
 Tom Green County Judge

Federal Regulations (45 CFR part 76) require the Texas Department of Family and Protective Services (DFPS) to determine whether each potential contractor has been debarred or suspended or proposed for debarment or suspension under 48 CFR part 9, are ineligible, as defined in 45 CFR §76.105(i) or has accepted a voluntary exclusion. Each covered contractor must also make the same determination for each of its covered subcontractors. Contractors and subcontractors are both referred to as lower tier participants in this Certification.

**Instructions for Certification - By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below:**

- 1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, whether the circumstances occur before the contract begins, during the term of the contract, or during the term of an extension of the contract.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
Do you have or do you anticipate having subcontractors under this proposed contract? [ ] Yes [X] No
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

Indicate in the appropriate box which statement applies:

[X] The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

OR

[ ] Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant has attached an explanation to this certification.

Table with 3 columns: Name of Potential Contractor (Tom Green County), Vendor ID No. or Social Security No. (17560011847), PRS Contract No. (if applicable) (23408181)

Signature of Authorized Representative: Richard L. Brown, County Judge Pro Tem, Date: 07/29/08

Printed/Typed Name and Title of Authorized Representative: Mike Brown, County Judge