

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HEALTH & HUMAN SERVICES COMMISSION
AND
FORT BEND COUNTY
DBA FORT BEND COUNTY DEPARTMENT OF SOCIAL SERVICES
FOR
Online Community-Based Application Assistance Services through the YourTexasBenefits.com

For

Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families,
Medicaid, CHIP, Long-Term Care Services programs**

THIS Memorandum of Understanding (the “MOU”) is entered into between the HEALTH AND HUMAN SERVICES COMMISSION (“HHSC”), an administrative agency within the executive department of the State of Texas with its central office at 4900 North Lamar Boulevard, Austin Texas, 78751 and Fort Bend County DBA Fort Bend County Department of Social Services (“CP”) having an office at 4520 Reading Road Suite A-900, Rosenberg, TX 77471, for the purpose of assisting with online community-based application assistance in connection with the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid, Long-term Care Services program (LTC), and Children’s Health Insurance Programs (CHIP). HHSC and CP may be referred to in this agreement individually as a “Party” or collectively as the “Parties.”

I. PURPOSE

The purpose of the Community Partner Program is to strengthen community partnerships with organizations that assist people in applying for social service programs using the online application. The CP project will help increase awareness and utilization of online applications and case information that will build efficiencies and benefits for the people, the state and community partners.

II. GOALS

The Online Application Assistance project aims to:

- Strengthen community relationships;
- Work together to provide information and support;
- Provide report and tracking capabilities to community partners;
- Facilitate the application process for people;
- Increase access for people through the Internet reducing the need to go to offices;
- Increase access to the online application and/or provide application assistance through local organizations;
- Streamline the eligibility process;
- Reduce data entry for HHSC staff; and
- Complete online applications to facilitate eligibility determinations.

III. AUTHORITY

HHSC is authorized to disclose confidential information from SNAP, TANF, Medicaid, and CHIP programs based upon client consent and/or as permitted by 7 C.F.R. Section 272 (SNAP); 45 C.F.R. Section 205.50 (TANF); 42 C.F.R. Section 431.300 et. Seq. (Medicaid); 42 C.F.R. Section 457.1110 (CHIP).

IV. AGREEMENT

Fort Bend County DBA Fort Bend County Department of Social Services, located at 4520 Reading Road Suite A, Rosenberg, TX 77471, agrees to serve as an access point for applicants and recipients of Health and Human Services benefits programs. For purposes of this agreement, Health and Human Services benefits programs include the Medicaid program, Children's Health Insurance Program (CHIP), the Supplemental Nutrition Assistance Program (SNAP), the Temporary Assistance to Needy Families (TANF) program, the Long-term Care Services program (LTC) and any other public assistance benefits program for which an individual may complete an online application through the YourTexasBenefits.com website.

V. PARTNER LEVELS

The CP agrees to provide at least one of the following level(s) of Service as approved by HHSC:

Level I CP (Self Service Site)

The CP will provide access to a computer with an internet connection to applicants and recipients seeking to apply online for HHSC social service programs (such as SNAP, TANF, Medicaid, CHIP and LTC) using the Your Texas Benefits website. The Community Partner can agree to provide any of the following additional resources to applicants and recipients: printer, copy machine, fax machine, telephone, and/or document scanner. In providing Level I Services, the CP is acting on behalf of the applicant or recipient and not on behalf of HHSC.

Level II CP (Assistance Site)

The CP will provide access to a computer with an internet connection to applicants and recipients seeking to apply online for HHSC social service programs (such as SNAP, TANF, Medicaid, CHIP and LTC) using the Your Texas Benefits website. With applicant/recipient consent, the CP will provide staff and/or volunteers to assist recipients and applicants with understanding and completing the online application process. Level II Community Partners that have received specific additional HHSC training and authorization, may also help research the client's case status information. This research will be done by using a Community Partner inquiry function of the Self Service Portal with log-on information supplied by the client. This service will assist clients to determine where in the process their current application is, the benefits they are currently receiving and when their benefit program started or will end. The Community Partner can agree to provide any of the following additional resources: printer, copy machine, fax machine, telephone, and/or document scanner. The CP will provide assistance and access to a computer after receiving written consent from the applicant or recipient on an HHSC

approved form. In providing Level II Services, the CP is acting on behalf of the applicant or recipient and not on behalf of HHSC.

VI. HHSC STATEMENT OF DUTIES:

HHSC, in support of the community partners that assist people in applying for benefits through this MOU, will provide to the CP:

- a) Initial training and training updates as needed on use of the Your Texas Benefits online application web site, for Level II application assistance and case management functions, general information about the HHSC benefit programs, information security, training on confidentiality and any other appropriate training determined necessary by the HHSC;
- b) The standards and process for certifying staff and volunteers providing application assistance;
- c) Materials such as the HHSC signage, applications, brochures, etc.; and access to support for website issues, application questions and client case issue resolution;
- d) Identification of the CP via the Your Texas Benefits public Internet web page as a Community Partner willing to assist applicants or recipients as a Self Service Site or an Assistance Site; and
- e) Provide a process for CPs to request information and technical support.

VII. CP STATEMENT OF DUTIES:

a) Service Duties.

The CP, in support of the HHSC's efforts to provide awareness of and access to social service programs through the YourTexasBenefits.com website will:

- i) At no cost, provide applicants and recipients access to a computer with an internet connection; and assist applicants and recipients in applying for the HHSC social service programs if the CP provides Level II assistance services;
- ii) Prominently display appropriate HHSC benefit materials such as HHSC signage, applications, brochures, etc.;
- iii) Ensure all employees, agents, staff, volunteers, or subcontractors acting on behalf of the CP in providing Services are trained and annually retrained on use of the Your Texas Benefits online application web site, Application/Case assistance for Level II services (as applicable), general information about the HHSC benefit programs, information security, confidentiality and any other appropriate training determined necessary by the HHSC;
- iv) Refer people to other public assistance programs, as available;
- v) Allow the HHSC access to monitor partner sites and activities for compliance to the rules of this MOU;

- vi) For Level II CPs, the CP will obtain Applicant Consent on an HHSC approved form; and
- vii) Retain records for seven years of Applicant Consent and lists of employees, volunteers or staff authorized to access or assist applicants to access the yourtexasbenefits.com Self Service Portal.

b) Compliance Duties.

- i) To the extent applicable, the CP is responsible for compliance with all laws, regulations, and administrative rules that govern the performance of the Services including, but not limited to, all State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements, and licensing provisions.
- ii) To the extent applicable, the CP agrees to assure each of its employees, agents, volunteers or subcontractors who provide Services under the MOU are properly licensed, certified, and/or have proper permits to perform any activity related to the Services and will monitor to ensure all trainings and certifications requirements are met.
- iii) To the extent applicable, the CP warrants that the Services comply with all applicable Federal, State, and County laws, regulations, codes, ordinances, guidelines, and policies. The CP will indemnify the HHSC from and against any losses, liability, claims, damages, penalties, costs, fees, or expenses arising from or in connection with the CP's failure to comply with or violation of any such law, regulation, code, ordinance, or policy.

c) Security and Confidentiality Duties.

- i) Neither the CP nor the HHSC are the Business Associate of the other, as defined by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d, et seq., and regulations adopted under that act. The CP is solely acting on behalf of the people it provides Level II Services to, based on the consent of those individuals described above.
- ii) The CP acknowledges that the information it receives based on individual consent for assistance for Level II services is highly confidential and sensitive. Certain HHSC information may also be highly confidential. The CP agrees that the CP, its staff, employees, agents, volunteers and subcontractors providing Services on the CP's behalf under this agreement will treat all individual and HHSC information received as confidential to the extent that confidential treatment is provided under law and regulations if held by the HHSC.
- iii) The CP will access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose confidential information only in a secure fashion. For purposes of this Agreement, a secure fashion means that the confidential information is rendered unusable, unreadable, or indecipherable to unauthorized persons by either encryption or destruction such that the confidential information cannot be read or otherwise reconstructed. For example the CP will require and ensure all browser activity and history be cleared and deleted between each applicant or recipient the CP assists under Level I or Level II Services, and all paper copies of applicant or recipient information is adequately private and secure.
- iv) The CP will immediately report to the HHSC any actual, potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of confidential information, which has the potential for jeopardizing the confidentiality, integrity or availability of the confidential

information (collectively an “incident”). The CP will cooperate fully with the HHSC in addressing any such unauthorized acquisition, access, use or disclosure, or suspected or potential unauthorized acquisition, access, use or disclosure of confidential information to the extent and in the manner determined by the HHSC. The obligation of the CP in this regard begins at the discovery of an Incident and continues as long as related activity continues, until all effects of the incident are mitigated, to the HHSC’s satisfaction.

- v) The CP will ensure its officers, directors, employees, agents, subcontractors and volunteers are adequately trained and educated and periodically retrained on the importance of protecting confidential information and promptly reporting any Incident.
- vi) The CP acknowledges any and all unauthorized disclosures or uses of applicant and recipient confidential information or the HHSC’s confidential information may cause immediate and irreparable harm to individuals or the HHSC and may constitute a violation of State or federal laws. If the CP, its employees, volunteers, subcontractors, or agents should use or disclose such confidential information to others without authorization, the HHSC will immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

VIII. CIVIL RIGHTS

To the extent applicable, the CP agrees to comply with state and federal anti-discrimination laws, including without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
 - The HHSC’s administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- a) The CP agrees to comply with all applicable amendments to the above-referenced laws, and all applicable 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.
 - b) To the extent applicable, the CP 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 the CP from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of people in its programs, benefits, or activities on the basis of national origin. The CP agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.

- c) The CP 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.
- d) The CP 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.
- e) The CP 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.
- f) Upon request, the CP will provide the HHSC with copies of all of the CP's civil rights policies and procedures.
- g) The CP must notify the 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.

IX. MUTUAL RESPONSIBILITIES

The HHSC and the CP will communicate as necessary to successfully manage this agreement. They will work in good faith together to fulfill the purpose of this agreement in assisting people in accessing social service programs through the self-service portal.

X. TERM OF AGREEMENT

This MOU is effective from execution through June 30, 2015 and may be extended by mutual agreement.

XI. TERMINATION OF AGREEMENT

Termination Without Cause. This MOU may be terminated by either party without cause upon thirty (30) days written notice to the other party.

Notice of Breach and Termination for Cause. In the event of a party's failure to comply with a term of this MOU, the non-breaching party will provide notice to the breaching party of the breach. Upon thirty

(30) days after such notice, if such breach is not cured to the non-breaching party's satisfaction, the non-breaching party may proceed to termination by serving a notice of termination upon the breaching party, which shall immediately terminate this MOU.

A breach of Social Security Number, client information, confidentiality, and/or security requirements will be cause for immediate termination of the agreement.

Nonwaiver. Failure of either party to insist on performance of any term or condition of this MOU or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

XII. NOTICES

All written notices, requests and communications, unless specifically required to be given by a specific method, may be sent to the address or telefacsimile number set forth below, by one of the following methods: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission. Either party may at any time give notice in writing to the other party of a change of address or telephone or telefacsimile number.

To the CP:

Fort Bend County
Robert E. Hebert, County Judge
301 Jackson Street
Richmond, Texas 77469
Telephone: 281-341-8608
Telefacsimile: 281-341-8609
E-Mail: ann.werlein@fortbendcountytexas.gov

To the HHSC:

Texas Health and Human Services Commission
Kimberly Tolbert
909 W45th Street, Bldg. 5, MC:2077
Austin, Texas 78751
Telephone: 512-206-5667
Telefacsimile: 512-206-5538
Email: kimberly.tolbert@hhsc.state.tx.us

XIII. GENERAL TERMS

Amendments. This MOU may be amended or modified by the consent of both parties at any time during its term. Amendments to this MOU must be in writing and signed by the HHSC and the CP. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on the HHSC unless approved in writing by an authorized representative of the HHSC.

XIV. ASSIGNMENT

Neither party shall assign any right, benefit or duty under this MOU without the other party's prior written consent.

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

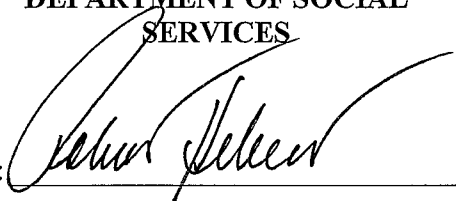
By: _____

NAME: Liz Garbutt

TITLE: Associate Commissioner
Community Access and Services

Date _____

FORT BEND COUNTY DBA FORT BEND COUNTY DEPARTMENT OF SOCIAL SERVICES

By:  _____

NAME: Robert E. Hebert

TITLE: County Judge

Date 9-3-2013