

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HEALTH & HUMAN SERVICES COMMISSION
AND
Fort Bend County
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 ("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 the Fort Bend County. ("CP") having an office at 4520 Reading Rd. Suite A900, ROSENBERG, TX, 77471, for the purpose of providing online community-based application assistance ("Community Partner Program") 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), collectively referred to in this MOU as "HHSC Programs." HHSC and CP may be referred to in this MOU individually as "Party" or collectively as "Parties."

I. PURPOSE

The Community Partner Program (CPP) is a collaboration between HHSC and a statewide network of government, faith- and community-based, and other social service organizations called Community Partners (CP). The purpose of the CPP is to help people apply for and manage their HHSC Programs benefits (food, cash, and healthcare) online using YourTexasBenefits.com. It also strengthens HHSC's relationships with local communities and organizations across Texas.

II. GOALS

The Community Partner Program aims to:

- Simplify the online application process for people to get HHSC Program benefits with the help of local community organizations.
- Allow people to apply for and manage their HHSC benefits from any device that has internet connection, such as a computer or tablet.
- Provide places, outside of HHSC eligibility offices, for people to apply for HHSC Programs benefits online.
- Strengthen community relationships.
- Allows Community Partners to have the ability to see how many people they are helping.

III. AUTHORITY

The Parties enter this MOU under Texas Government Code Chapter 531, Subchapter S, §531.751 et seq.

HHSC is allowed to release confidential information from SNAP, TANF, Medicaid, and CHIP programs, based upon the individual's agreement or as allowed by 7 C.F.R. §272 (SNAP); 45 C.F.R. §205.50 (TANF); 42 C.F.R. §§431.300 et. seq. (Medicaid); and 42 C.F.R. §457.1110 (CHIP).

IV. PARTNER LEVELS

Under this MOU, the CP will automatically enroll in the Community Partner Program as a Level 1 Partner. The CP may choose to provide Level II Partner Services, described below; however, if HHSC approves the CP to provide Level II Partner Services, then all requirements of the Level II Partner Services will apply.

Level I (Self-Service Site)

The CP will provide use of a device that has internet connection, such as a computer or tablet, for people to apply online for HHSC Programs using the "YourTexasBenefits.com" website. People already getting benefits will also be able to manage their HHSC Programs benefits online. The CP may agree to provide any of the following additional equipment to the people they help: printer, copy machine, fax machine, telephone, or document scanner. When the CP helps people with Level I Services, the CP is not acting on behalf of HHSC. The CP may not use information from the "YourTexasBenefits.com" online application website for the CP's benefit.

Level II (Assistance-Service Site)

In addition to Level 1 Services, the CP will have its employees, agents, staff, volunteers, or subcontractors help people to understand and complete the online application process. The CP will give the Level II services after getting the person's written agreement on an agreement form approved by the HHSC. CPs cannot approve or deny benefits; this is decided by HHSC only. When the CP helps people with Level II Services, the CP is not acting on behalf of HHSC. The CP may not use the information from the "YourTexasBenefits.com" online application website for the CP's benefit.

V. AGREEMENT

Community-based organizations that agree to be a Community Partner, will help people to apply for, update, and renew their benefits at YourTexasBenefits.com. If the CP has many sites that will be part of the program, the CP will give HHSC a list of those sites, and the names of the sites' staff and volunteers; and agrees to make sure their sites follow this MOU's requirements. Additionally, if Level II services are given, the CP agrees to follow the Security and Privacy Agreement (SPA).

For this MOU, the Health and Human Services benefits programs include SNAP, TANF, Medicaid, LTC, CHIP, and any other public assistance benefits program that a person may apply for using the HHSC online application through the "YourTexasBenefits.com" website.

By signing this MOU, the CP agrees to provide Level I or Level II Services for the duration of this MOU. The CP understands and agrees that the CP, its employees, agents, staff, volunteers, or subcontractors will need HHSC's agreement to provide Level II services.

The CP, its employees, agents, staff, volunteers, or subcontractors will be responsible for completing the required trainings and background checks for Level II services.

VI. HHSC STATEMENT OF DUTIES:

Throughout the duration of this MOU, HHSC will provide the CP with the following:

- a. The initial training and yearly training updates for the CP, its employees, agents, staff, volunteers, or subcontractors, as needed, on the use of the YourTexasBenefits.com website, the CPP, and general information about HHSC's Programs;
- b. For CPs giving Level II services, HHSC will train its employees, agents, staff, volunteers, or subcontractors on application assistance procedures, trainings on keeping people's information safe, including the requirements of the Security and Privacy Agreement (SPA), as applicable, and any other training that HHSC thinks is necessary;
- c. For CPs giving Level II services, HHSC will certify the CPs employees as YourTexasBenefits.com Navigators after they finish the required training;
- d. HHSC will record all of the CP's training on HHSC's Community Partner Program website;
- e. Promotional materials such as the HHSC signage, applications, and brochures;
- f. A way for CPs to request information, technical support, or training from HHSC as needed; and
- g. List the CP, and the services it provides, on the YourTexasBenefits.com website so people can find where to apply for benefits.

VII. CP STATEMENT OF DUTIES:

a) Service Duties.

The CP, in support of the HHSC's efforts to give people information about and use of its social service programs through the YourTexasBenefits.com website, will:

- i. Allow free use of a device that has internet connection, such as a computer or tablet, for the person to use YourTexasBenefits.com website.
- ii. Prominently display "And Justice for All" Civil Rights poster, and other appropriate HHSC Programs materials, such as HHSC signage, applications, and brochures;
- iii. Make sure that all employees, agents, staff, volunteers, or subcontractors acting on behalf of the CP are trained each year on use of the "YourTexasBenefits.com" website;
- iv. Tell people about other programs, such as the 2-1-1 Texas Information Referral Network (TIRN) as it applies to the person's needs.
- v. Agree to HHSC monitoring of the CP's sites and activities as needed to make sure CPs meet contractual obligations;
- vi. Keep records of client consent forms, lists of employees, agents, staff, volunteers, or subcontractors certified or authorized to help people who use the "YourTexasBenefits.com" website. Keep records, for a period of up to seven years, of the initial and annual trainings of employees, agents, staff, volunteers, or subcontractors as defined in subsection (c)(iii) below.

CPs providing Level II services will provide the following additional services:

- vii. Volunteers or staff to help people apply for or manage the persons' existing HHSC Programs benefits, using YourTexasBenefits.com;
- viii. Get the individual's agreement for the services on a signed and valid HHSC approved consent form; and

- ix. Make sure all employees, agents, staff, volunteers, or subcontractors are trained each year on issues of information security, confidentiality, and any other appropriate training that HHSC thinks is necessary.

b) Compliance Duties.

- i. To the degree that it applies, the CP is responsible to comply with all laws, regulations, and administrative rules that control how the CP provides the level of services it agrees to under this MOU, including but not limited to, all state and federal tax laws, employment laws, regulatory requirements, and licensing provisions.
- ii. To the degree that it applies, the CP agrees to make sure that each of its employees, agents, staff, volunteers, or subcontractors are properly licensed, certified, trained, or have the proper permits to give services related to the level of services agreed to under this MOU.
- iii. To the degree it applies, the CP guarantees that the level of services agreed to under this MOU comply with all applicable federal, state, and county laws, regulations, codes, ordinances, guidelines, and policies. The CP will indemnify 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 commit a violation of any such law, regulation, code, ordinance, or policy.
- iv. The CP will make sure that all of its employees, agents, staff, volunteers, or subcontractors get a signed consent form from the person getting assistance before accessing any confidential client information.

c) Security and Confidentiality Duties.

The requirements outlined in this section apply only to Level II Partners.

- i. Neither the CP nor 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.,(Act) and regulations adopted under that Act. The CP is solely acting on behalf of the individuals it provides Level II Services, based on the consent of those individuals described above.
- ii. The CP agrees that the information it receives based on the person's consent for assistance for Level II services is highly confidential and sensitive. Some of the HHSC information may also be highly confidential. The CP agrees that the CP, its employees, agents, staff, volunteers, or subcontractors that give the Level II services under this MOU will treat all individual and HHSC information it receives as confidential.
- iii. The CP will receive, keep, retain, change, record, store, destroy, or otherwise hold, use, or give confidential information only in a secure manner. For this MOU, a secure manner means that the confidential information is made to be unusable, unreadable and indecipherable by unauthorized persons through either encryption or destruction of that information so that the confidential information cannot be read or otherwise reconstructed. For example, the CP will require and ensure that all browser activity and history be cleared and deleted between the use of each person that the CP assists under Level II Services, and all paper copies of the person's information are properly kept and destroyed in a private and secure manner.
- iv. The CP will immediately report to HHSC any actual, potential, or attempted unauthorized access, use, disclosure, change, loss, or destruction of confidential information, which has the possibility for risking the confidentiality, integrity, or availability of the confidential information (collectively an "Incident"). The CP will work fully with HHSC to investigate any such unauthorized receiving of, access, use, or release, or suspected or possible unauthorized receiving of, access, use, or release of confidential

information as HHSC states is necessary. The CP must work with HHSC at the time the Incident is discovered and continues as long as activity related to the investigation continues, and until all effects of the Incident are resolved to satisfy HHSC.

- v. The CP will make sure its officers, directors, employees, agents, staff, volunteers, or subcontractors are properly trained and educated and annually retrained on the importance of protecting confidential information and information security and promptly reporting any Incident.
- vi. The CP agrees that any and all unauthorized releases or uses of the individuals' confidential information or HHSC's confidential information may cause immediate and permanent harm to those individuals or HHSC and may be a violation of state or federal laws. If the CP, its officers, directors, employees, agents, staff, volunteers, or subcontractors should use or release such confidential information to others without the person's or HHSC's consent, HHSC will immediately be allowed injunctive relief or any other remedies that HHSC may have under law or equity without allowing for a time for the CP to fix the problem.
- vii. It is a breach of this MOU for any person other than the individual to obtain confidential information without a signed consent form. It is also a breach of state and federal laws and regulations regarding confidential information and information security obtain such information without signed consent forms.

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 individuals 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 calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51 st 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

HHSC and the CP will communicate to make sure the responsibilities described in the MOU are carried out. The CP and HHSC will work together to help people who are able to get HHSC benefits through the YourTexasBenefits.com website.

X. TERM OF AGREEMENT

This MOU is effective upon the date of execution through **08/31/2022** unless terminated earlier under the terms of this MOU.

XI. TERMINATION OF AGREEMENT

Termination Without Cause. This MOU may be ended by either Party without a specific reason when one Party gives the other Party 30 days written notice that it wants the MOU to end.

Notice of Breach and Termination for Cause. If a Party fails to meet a requirement of this MOU, the other Party will give notice of that failure to the Party not meeting the requirement. After 30 days of receiving the notice, and the failure is not fixed by the Party that failed to meet a requirement under the MOU to the other Party's satisfaction, then the other Party may end this MOU by giving notice of

termination upon the Party that did not meet the requirements, and that notice will immediately end this MOU.

A prohibited release of Social Security Numbers, of client information, or confidential information, or a break in information security requirements will be a reason for the immediate end of this MOU.

Nonwaiver. If either Party fails to insist on the other Party carrying out any term or condition of this MOU or to use any right or privilege under this MOU, that failure will not be determined to be 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 in a specific way, may be sent to the address or fax number below, by one of the following ways: (1) delivered in person, and getting signature showing that the delivery was made; (2) sent by a recognized overnight delivery service, such as Fed Ex or UPS, and getting a signature showing that the delivery was made; (3) sent by certified mail, and getting a signature showing that the delivery was made; or (4) sent by fax, and a document showing the date and time the fax was sent. Either Party may at any time give notice in writing to the other Party of a change of address or telephone or fax number.

To the CP:

Robert Hebert - County Judge
4520 Reading Rd. Suite A900,
ROSENBERG, TX, 77471
Telephone: (281)341-8608
Telefacsimile:
E-Mail: county.judge@fortbendcountytexas.gov

To the HHSC:

Texas Health and Human Services Commission
Neva Price
909 W. 45th Street, Bldg. 5, MC: 2077
Austin, Texas 78751
Telephone: 512-206-5208
Telefacsimile: 512-206-5538
Email: CPP@hhsc.state.tx.us

XIII. MISCELLANEOUS

a) Amendment

This MOU may be amended or changed by the agreement of both Parties at any time during its duration. Amendments to this MOU must be in writing and signed by the Parties. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on HHSC unless HHSC approves in writing.

b) Assignment

Neither Party shall assign any right, benefit, or duty under this MOU without getting the other Party's written agreement.

c) No Waiver of Sovereign Immunity

The Parties agree that there is nothing in this MOU that is meant to be a waiver by HHSC or the State of Texas of any immunities from suit or from liability that HHSC or the State of Texas may have by operation of law.

d) Governing Law and Venue

This MOU is governed by the laws of the State of Texas and interpreted under Texas law. Proper venue for a claim arising from this MOU will be in a court of competent jurisdiction in Travis County, Texas.

e) Counterparts; Electronic Transmission

This MOU may be signed by each Party individually, and each signature page will be made a part of the original agreement, and all will be considered a single agreement. Any counterpart signature to this MOU that is delivered by fax or email will be considered for all purposes to be good and valid execution and delivery of this MOU.

f) Entire Agreement

This document represents the entire agreement between the Parties. No prior agreement or understanding oral or otherwise, of the Parties or their agents will be valid or enforceable unless made part of this document.

IN WITNESS WHEREOF, this MOU has been signed by an authorized representative of each Party, to be effective as of the Effective Date.

**TEXAS HEALTH AND HUMAN SERVICES
COMMISSION**

Fort Bend County

By: Elisa M. Hendricks

By: Robert Hebert

Name: Elisa M. Hendricks

Name: Robert Hebert

Title:

Title: County Judge

Deputy Associate Commissioner (or designee)

Date: 09/26/2018

Date: 8/28/2018