



Travis County Commissioners Court Agenda Request

Meeting Date: December 20, 2011

Prepared By/Phone Number: David A. Salazar 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming,
County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action on Memorandum of Understanding between Health Families Travis County and Any Baby Can for the Provision of Home-Based Counseling Services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Since the Court first approved acceptance of the grant and implementation of Healthy Families Travis County in 1997, the program has provided home-based parenting and child development education to first-time parents linking them to community resources following the Healthy Families America model. This successful, research-based and voluntary approach has proven to be effective in preventing child maltreatment.

STAFF RECOMMENDATIONS:

Staff recommends approval of the proposed Memorandum of Understanding that would be consistent with the Court's commitment to Healthy Families program's linking families to community resources in connection with home-based parenting and child development education.

ISSUES AND OPPORTUNITIES:

Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this request will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 854-4115**

DATE: December 13, 2011

TO: Members of the Travis County Commissioners Court

FROM:

Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Memorandum of Understanding between Health Families Travis County and Any Baby Can for the Provision of Home-Based Counseling Services

Proposed Motion:

Consider and Take Appropriate Action on Memorandum of Understanding between Health Families Travis County and Any Baby Can for the Provision of Home-Based Counseling Services.

Summary and Staff Recommendations:

Staff recommends approval of the proposed Memorandum of Understanding (attached) with Any Baby Can for the provision of Home-based Counseling Services. If approved, this proposed Agreement would allow the Healthy Families staff to coordinate referrals of currently enrolled Healthy Families' program participants to Any Baby Can program staff to access counseling services delivered by Any Baby Can.

Budgetary and Fiscal Impacts:

Approving this MOU will not increase Travis County's budget.

Issues and Opportunities:

In addition to preventing child abuse and neglect, Healthy Families Travis County's mission includes linking participant families to community resources. Therefore,

partnering with Any Baby Can will significantly increase the level of resources available to families enrolled in the program.

Background:

Since the Court first approved acceptance of the grant and implementation of the program in 1997, Healthy Families Travis County has provided home-based parenting and child development education to first-time parents linking them to community resources following the Healthy Families America model. This successful, research-based approach has proven to be effective in preventing child maltreatment. All services provided by Healthy Families Travis County are voluntary, and participants may withdraw from the program at any time.

cc: Mary Etta Gerhardt, Assistant County Attorney
Andrea Colunga-Bussey, Director, Office of Children's Services

**Memorandum of Understanding Between
Healthy Families Travis County and
Any Baby Can, Inc. for
Home-Based Counseling Referrals**

Mission: Healthy Families Travis County Program ("HFTC") and Any Baby Can, Inc. ("ABC") will collaborate to deliver home-based counseling services to eligible families who are currently enrolled with the HFTC program.

Purpose: The partnership between HFTC and ABC is focused on providing positive impact on the future of at risk families and their children.

Role and Responsibilities of Staff in the Partnership:

ABC No Estás Solo ("NES") Program Manager will:

- coordinate the referrals for counseling originating from HFTC staff.
- triage referrals in combination with ABC NES waitlist for severity and serve accordingly.
- provide brief training to HFTC staff in regards to making referrals and the counseling program services offered by ABC.
- provide HFTC with an updated, quarterly list of the enrolled families receiving counseling services.

Therapist, ABC will:

- serve enrolled HFTC clients and family members.
- serve up to 7 families in a year.
- collaborate with HFTC Home Visitors.

Supervisor/Home Visitor, HFTC will:

- collaborate with ABC Therapists
- provide referrals to ABC NES Program Manager

Assignment of Staff and Location of Program: The collaboration between HFTC and ABC will provide home-based counseling services to families referred to ABC and these services will be delivered through ABC.

Management of the Collaboration:

- ABC NES Program Manager and HFTC Supervisors will act as the points of contact for any matters concerning collaboration.
- ABC and HFTC agree to share assessment and program data (that is required for grant administration and reporting) with one another. Any person referred for services under this MOU must execute an information release form granting ABC the right to share information. ABC will maintain executed originals of the information release forms and provide copies to HFTC. ABC will secure the client's signature of the information release form (a copy of which is attached to this MOU as Exhibit "A") prior to any services being delivered.
- ABC will provide United Way with quarterly data as required for grant administration and reporting.

- ABC and HFTC will maintain a current and signed MOU throughout the duration of the collaborative partnership. Any change to this MOU will be in writing and signed by the undersigned representatives of the parties.
- ABC NES Program Manager will meet with the collaborative team (ABC:NES Therapists and HFTC Staff) as needed. The frequency of these meetings will be determined by the collaborating agencies.

Funding of the Collaborative: ABC NES and United Way will provide the funds for services delivered under this MOU. It is agreed that this MOU in no way obligates Travis County or HFTC as to any monetary commitment.

Termination: Healthy Families Travis County and Any Baby Can, Inc. of Austin shall retain the right to terminate or amend this MOU by giving thirty (30) day written notice to the other party.

For purpose of notice, the address for the parties is:

Healthy Families Travis County
100 N. IH-35
Austin, TX 78701
P.O. Box 1748
Austin, TX 78767

Any Baby Can, Inc.
1121 East 7th Street
Austin, TX 78702

Miscellaneous:

- **Quality of Services:** ABC will ensure the provision of timely and quality professional services provided under this MOU by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory and professional standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

- **INDEMNIFICATION.** ABC agrees to and shall indemnify and hold harmless Travis County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("claims"), for injury to or death of any person, for any act or omission by ABC, or for damage to any property, arising out of or in connection with the work done by ABC under this MOU, whether such injuries, death or damages are caused by ABC's sole negligence or the joint negligence of ABC and any other third party. This indemnification shall apply to any claims arising in connection with any services or activities provided under, pursuant to or related to this MOU.

- ABC shall provide all services and activities performed under the terms of this MOU in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of services under this MOU and governing ABC's general conduct of business.

- ABC shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable Federal, State and local laws, rules

and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the lawful right of access to client information.

- ABC shall maintain accurate records of all services provided under this MOU and allow HFTC reasonable access to such records upon request.

- The parties expressly agree that each party is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of either party shall be considered an employee of the other party or gain any rights against the other party.

- Immunity or Defense. It is expressly understood and agreed by the parties that, neither the execution of this MOU, nor any conduct of any representative of Travis County or HFTC relating to this MOU, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

Effective Date:

This MOU is in effect from January 1, 2012, through June 30, 2012.

BY:

Samuel T. Biscoe
Travis County Judge

Date: _____

Ellen Balthazar, Executive Director
Any Baby Can, Inc.

Date: _____

Information Release Form

RELEASE FORM

Through Healthy Families Travis County ("HFTC"), you have requested services from an Any Baby Can, Inc. ("ABC"). Your eligibility to obtain services from ABC is conditioned upon your acceptance of the terms and conditions contained or referenced in this Information Release Form ("Release"). Please read this Release carefully.

Sharing of Information

By accepting the terms of this Release, you are authorizing HFTC and ABC to share your information with United Way, a grant-funding agency assisting in the provision of these services. The information that ABC will share with may include personal information including your name(s), street address, and any other information obtained by HFTC and/or ABC. This may include information that you consider confidential or private. All information referred to in the preceding sentence is defined as the "Information." You understand that sharing of such Information may make that information subject to release by the recipient according to applicable laws.

Release and Indemnity

YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HFTC AND ABC, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES, AND TO HOLD HFTC AND ABC HARMLESS FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING ATTORNEY'S FEES, FROM CLAIMS RELATING TO OR ARISING UNDER THE PROGRAM OR THIS RELEASE, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR INFORMATION AND ANY SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR INFORMATION. THIS RELEASE AND INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS RELEASE AND ANY RELATED RELEASE.

Limitation of Liability

NEITHER HFTC NOR ABC SHALL BE LIABLE TO YOU IN ANY WAY FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ACTUAL, DIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, LOST PROFITS, LOSS OF REVENUE, AND/OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS RELEASE, INCLUDING WITHOUT LIMITATION, THE DISCLOSURE OF YOUR INFORMATION OR ANY SUBSEQUENT USE AND/OR DISCLOSURE OF YOUR INFORMATION.

Reservation of Rights

HFTC and ABC reserve the right to modify in part or in whole, or temporarily or permanently discontinue the Program for any reason and at anytime without notice

Jurisdiction

This Release shall be construed in accordance with the laws of the state of Texas. All disputes arising from this Release shall be resolved in a court located in Travis County, Texas, without reference to conflict of laws or choice of laws statutes.

ACCEPTED AND AGREED:

(Signature)
Printed Name: _____
Date: _____