



## Travis County Commissioners Court Voting Session Agenda Request

**Meeting Date:** February 11, 2020

**Agenda Language:** Approve the United Way for Greater Austin Memorandum of Understanding – Success by 6 Early Childhood Resource and Referral.

**Prepared By/Phone Number:** Laura Peveto/ 512-854-7874

**Elected/Appointed Official or Department Head:** Sherri Fleming, County Executive Health and Human Services and AgriLife Extension

**Commissioners Court Sponsor(s):** Commissioners Margaret Gomez and Brigid Shea

**Press Inquiries:** Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

### **Background/Summary of Request and Attachments:**

United Way for Greater Austin (UWATX) is launching the Success by 6 (SB6) Early Childhood Resource and Referral system (R&R). This program will create a collaborative referral network to connect families to the best resources, including resources they would not have otherwise known about. The program is for parents and caregivers of children under six who want to discover early childhood resources in their community. From childcare to early education, food and more the program will allow parents and caregivers to easily access any and all resources available. Families will be able to access the tool by calling 2-1-1 and speaking to an Early Childhood Specialist or by using the search feature on the website to locate resources themselves. The program offers closed-loop referrals through data tracking to help the network better understand gaps in service and continuity of care. Through collaboration, this tool will streamline the referral process and help families navigate the ever-changing social services system.

As a part of this agreement, UWATX is committing to:

- Create and maintain a robust Early Childhood Resource and Referral system accessible to stakeholders, partners, and the public by calling 2-1-1
- Provide community expertise as needed to support the referral process
- Provide training on the system on how to send and receive referrals

Healthy Families of Travis County (HFTC), a nationally recognized evidence-based home visiting program that promotes the well-being of children and families and prevents abuse and neglect. The program serves first time moms and their families through intensive home visiting from pregnancy until the child is 3 years old. HFTC will

**AGENDA REQUEST & BACKUP MATERIALS DEADLINE:** Agenda requests and backup materials must be submitted in PDF format via email to [agenda@traviscountytexas.gov](mailto:agenda@traviscountytexas.gov) by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

be listed as a program on the R&R system, which will allow 2-1-1 to send direct referrals to the program for eligible clients.

As a part of this agreement, Travis County, through the HFTC program, is committing to:

- Create and maintain an account within the online system
- Maintain accurate information about the HFTC program
- Attend relevant trainings provided by UWATX
- Accept appropriate referrals from the R&R system
- Enter referral outcome status into the R&R system

Attached to this request is the Memorandum of Understanding (MOU) and the Data Sharing Agreement (DSA).

Both documents, the MOU and DSA were reviewed by Travis County legal department and were approved to be placed on the agenda for Commissioner's Court.

**Staff Recommendations:**

Staff recommends that Commissioner's Court approve the United Way for Greater Austin Memorandum of Understanding – Success by 6 Early Childhood Resource and Referral and the accompanying Data Sharing Agreement.

**Issues and Opportunities:**

This agreement will allow the Healthy Families of Travis County (HFTC) to expand its reach in community and receive referrals from the Early Childhood Resource and Referral System of 2-1-1. Additionally, HFTC will contribute to the overall data collection effort that will allow the community to more fully understand the gaps in service and continuity of care affecting our families seeking early childhood resources.

**Fiscal Impact and Source of Funding:**

No fiscal impact. Existing resources within the Healthy Families of Travis County program are able to meet the obligations under this MOU.

**Required Authorizations:**

Comm. Margaret Gomez, County Commissioner Precinct 4

Comm. Brigid Shea, County Commissioner Precinct 2

Prema Gregerson, County Attorney VII

Sherri E. Fleming, County Executive, HHS and AgriLife Extension

Deborah Britton, Chief Deputy, HHS and AgriLife Extension

Laura Peveto, Division Director, Office of Children Services, HHS and AgriLife Extension

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# United Way for Greater Austin Memorandum of Understanding (MOU) Success by 6 Early Childhood Resource and Referral

## Preamble

United Way for Greater Austin (UWATX) brings people, ideas, and resources together to fight poverty in our community. UWATX drives impact by collaborating with and investing in efforts to address the immediate needs of families in poverty while also leading efforts to address long-term community change. UWATX works to ensure that Austin's youngest community members start out life on an even playing field. For more than a decade, UWATX has been the leader and backbone of the Success By 6 (SB6) initiative, bringing together a coalition of school, city, and county officials as well as nonprofits and parents to improve a network of support systems for children.

As part of this goal, UWATX works to convene resources in the community and disseminate this information to families with young children. The new Success By 6 (SB6) Early Childhood Resource and Referral system (R&R) will allow the community to connect families and caregivers to resources in real time.

## Agreement

This Memorandum of Understanding (MOU) is effective as of the date of execution by and between the United Way for Greater Austin (UWATX), a Texas nonprofit corporation and Travis County, through Healthy Families Travis County ("Agency") (each a "Party" and collectively, the "Parties"). The purpose of this MOU is to set forth the expectations and responsibilities involved with the use and participation in the SB6 Early Childhood Resource and Referral system (R&R). Under this agreement, UWATX seeks to provide resources to families in our community who are at-risk or disadvantaged. The program will launch with a focus on connecting families and caregivers experiencing poverty with children under six in Travis County to resources and services in the community. This will be done by using a system of closed-loop referrals sent by UWATX to partnering agencies. Referrals will be made on the basis of eligibility to the program and with considerations of what the family's desires and needs are at the time of the call. UWATX will determine eligibility based on each program's listed requirements. If one or more participating agencies have similar requirements, UWATX may, in its sole discretion, determine which agency to which it will refer.

## UWATX Commitment

1. Create and maintain a robust Early Childhood Resource and Referral system accessible to our stakeholders, partners, and the public by calling 2-1-1 and online, including:
  - a) Payment, design, and maintenance of the software platform.
  - b) Maintenance of information on the site.
2. Convene partners, and facilitate training opportunities, including trainings on the software tool,



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- including how to send and receive referrals.
3. Provide support to the participating organizations as follows:
    - a) Providing software trainings;
    - b) Creating workflow designs; and
    - c) Providing content support.
  4. Provide community expertise as needed to support the referral process as follows:
    - a) Training Early Childhood Specialist(s);
    - b) Maintaining and researching up-to-date information on referrals available in Travis County; and
    - c) Disseminating information on quality child care to clients.

### **Agency Commitment**

1. Create and maintain an account within the online system and regularly update program descriptions, capacity, and eligibility, including:
  - a) Updating programs at least once a month, including eligibility requirements.
  - b) Updating program's capacity at least once a week, unless capacity has not changed from previous week.
2. Designate a person(s) to maintain accurate information about the Agency's programs.
3. Attend trainings relevant to the R&R system and SB6 Stakeholder meetings.
4. When appropriate, accept referrals from both UWATX and other organizations using the system.
5. Close the loop through the system by indicating what happened to the referral within 10 business days.
6. Assure all team members follow data protocols (see Attachment A: Data Sharing Agreements).
7. Provide completed background check forms (Texas forms 2970c, 2971c) for any employee that may come in contact with Client data through the R&R system for the purpose of state background checks. Client is defined as any person entered into the R&R system. Links to background
  - a) <https://www.dropbox.com/s/fmc3x583n6r6d10/Background%20Check%20Form%202971c.pdf?dl=0>
  - b) <https://www.dropbox.com/s/w1r3sz66b28xvx8/Background%20Check%20Form%202970c.pdf?dl=0>

### **General Provisions**

1. Personnel of both Parties are neither agents nor employees of the other Party for federal tax purposes or any other purpose whatsoever and are not entitled to employee benefits of the other Party.
2. Agency understands and agrees that UWATX is not responsible for the actions of the employees of Agency or for any act of Agency after a referral has been made. UWATX is also not responsible for the services provided by Agency after referral has been made.
3. Any modifications or amendments of this MOU must be in writing and signed by both parties.

### **Confidential Information**

Each Party agrees that it will not use for any purpose or disclose to any third party any confidential information of the other Party without the express written consent of the other Party. This



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includes any information shared about clients, and referrals. Each Party also agrees to abide by the Data Sharing Agreement (Attachment A) corresponding to this MOU and by all federal, state, and local data protection laws.

**Warranty**

Each Party warrants that the services under this MOU shall be performed in a professional manner conforming to generally accepted industry standard and practices.

**Term and Termination**

This MOU is effective as of the date of execution, and shall terminate September 30, 2019. This MOU shall automatically renew for three (3) twelve (12) month renewal periods thereafter unless one Party gives the other Party thirty (30) days' notice of intent to cancel the MOU. Either Party may cancel the MOU with or without cause provided that notification is given in writing at least thirty (30) calendar days prior to the date of termination.

\_\_\_\_\_  
**David C. Smith**  
CEO, United Way for Greater Austin

\_\_\_\_\_  
Date

**Name:** Sarah Eckhardt  
**Title:** County Judge  
**Name of**  
**Organization:** Travis  
**County**

\_\_\_\_\_  
**Date**



## Attachment A

# Data Sharing Agreement between Travis County, through Healthy Families Travis County, and United Way for Greater Austin

As the Managing Entity for the Early Childhood Resource and Referral system (“R&R”), United Way for Greater Austin (“UWATX”) collects, stores, refers, and reports client/caller data in order to provide clients with appropriate referrals, customer service, and to support a “closed-loop” referral system. This Data Sharing Agreement (“Agreement”) serves to authorize and outline how UWATX shall manage the data that is collected, as well as guidelines by which data will be shared with Travis County, through Healthy Families Travis County (“Agency”) for purposes of determining a client’s service eligibility and providing services to the clients.

### 1. Purpose

The purpose of this Agreement is to establish a working relationship between UWATX and Agency. This Agreement authorizes Agency’s specific use, as outlined in this agreement, of data shared by UWATX. This Agreement also protects against unauthorized access to and disclosure of client information in compliance with UWATX privacy policy.

UWATX takes a conservative approach when managing and sharing the personal data of clients and/or the personal data of its partners’ clients. UWATX will only share data via the resource and referral software(site), to users with a unique login, when the intended use is clearly defined and the benefits of sharing client data outweigh the risk of confidentiality/privacy breach. UWATX will share data with Agency in order to refer a client who is eligible and has expressed interest in enrolling in one of Agency’s programs.

Site: <https://earlychildhoodresources.uwatx.org/>

### 2. Period of the Agreement

This Agreement is effective as of the date of execution, and shall terminate September 30, 2019. This Agreement shall automatically renew for three (3) twelve (12) month renewal periods thereafter or until terminated in writing by either UWATX or Agency. This Agreement shall terminate automatically upon termination of the MOU except that the Parties’ obligations pursuant to Sections 4, 5, 6, and 7 of this Agreement shall survive termination of the MOU.

### 3. Description of Data

Data shared by UWATX with Agency will depend on the specific need of the client, will be accurate at the time of call, and may include:

- |    |                             |    |                              |
|----|-----------------------------|----|------------------------------|
| a. | Client name                 | h. | Client’s county of residence |
| b. | Client’s race and ethnicity | i. | Client’s phone number        |



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|----|--|----|--|
| c. | Client's primary language                  | j. | Client's email address                                   |
| d. | Client's number of children, age 0-5 years | k. | Household gross income                                   |
| e. | Client's children's names                  | l. | Household size   |
| f. | Client's children's DOB                    | m. | Brief statement of need and/or service being referred to |
| g. | Client's zip code                          |    |  |



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Data shared by Agency with UWATX will depend on the client need, and should be relevant to closing the referral. This may include:

- n. Whether client qualified for services
- o. Reasons why client did not qualify for services
- p. Whether client is enrolled for services
- q. Reasons why client did not enroll for services

#### 4. Method of Data Access or Transfer

All the data will be collected, stored, and shared within UWATX's secure database. Each Authorized User at Agency will have access only to the data of clients who are referred to Agency for eligibility determination and services. Authorized User is defined as an employee of Agency or UWATX who has been background checked by UWATX and who has completed R&R training. After Authorized User successfully completes the background check and the training, UWATX will grant access through a unique log-in to the secure database. The data referenced in section 3 of this Agreement may only be used by Authorized Users to determine eligibility, best program fit, and to contact the client. Authorized User may not download, export, or use data in any other way that does not align with the goals of the R&R, unless said use would be permissible under the Health Information Portability and Accountability Act (HIPAA) or similar state law.

Once Agency has contacted the client, determined eligibility, and taken actions to enroll the client in services, an Authorized User at Agency will provide information about the client's eligibility for and enrollment status in Agency services to UWATX via the secure database. This will allow UWATX to determine whether the client's needs were met or whether another referral needs to be made.

Agency is still responsible for gathering proper consent forms and documentation for enrollment in services.

#### 5. Permissible Data Use and Custodial Responsibility

UWATX regularly analyzes and reports data collected by grantees and partners in order to estimate community need and prioritize support for early childhood development within Austin and Travis County. De-identified and aggregated summary findings may be presented to city, county, or State government officials, non-profit agencies, and/or other agencies as appropriate to advocate for funding and/or community support and to evaluate the impact of UWATX's work as a funding or coordinating agency.

UWATX will also use the data to determine whether client needs were met by enrollment in services or whether they faced any barriers (e.g., waitlist or non-eligibility). In which case, UWATX will follow-up with the client and make additional referrals.

UWATX will use the data only to meet the objectives stated above.

Agency will not transfer or otherwise disclose the disaggregated or identifiable data to any other entity unless it receives written permission from UWATX or the client or the disclosure is



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permissible under HIPAA or similar state law; any wholesale transfer of the data, including disaggregated and/or identifiable data, to unauthorized user by Agency without written permission from UWATX or client is a violation of this Agreement. Agency shall ensure that its personnel understand that transfer of disaggregated data to any other entity without permission from UWATX or client is prohibited in all circumstances other than those described by HIPAA.

#### 6. Unauthorized Disclosure of Data

Agency shall cooperate to the extent permitted by Texas law and the Texas Constitution with any remediation that UWATX, in its discretion, determines is necessary to address any applicable reporting requirements and mitigate any effects of such unauthorized use or disclosure of the data, including measures necessary to restore goodwill with stakeholders.

#### 7. Mutual Indemnification

UWATX agrees that it shall be responsible for its own actions and omissions, including those of its officers, directors, employees, agents, and contractors, and UWATX shall indemnify and hold harmless Agency in respect to any losses, claims, or damages suffered as a result of UWATX's negligence, willful misconduct, breach of contract, and/or omissions under this Agreement. This section does not require UWATX to be responsible for or defend against losses, claims, or damages arising solely from the actions, errors, or omissions of Agency, including those of Agency's officers, directors, employees, agents, or contractors.

Agency agrees that it shall be responsible for its own actions and omissions, including those of its officers, directors, employees, agents, and contractors, and Agency shall indemnify and hold harmless UWATX to the extent permitted by Texas law and the Texas Constitution with respect to any losses, claims, or damages suffered as a result of Agency's negligence, willful misconduct, breach of contract, and/or omissions under this Agreement. This Section does not require Agency to be responsible for or defend against losses, claims, or damages arising solely from the actions, errors, or omissions of UWATX, including those of UWATX's officers, directors, employees, agents, or contractors.

#### 8. Agency Contacts

Alison Bentley, Ph.D.  
Director of Data and Evaluation  
United Way for Greater Austin  
Address: 2000 E. MLK Jr. Blvd., Austin, Texas, 78702  
Email: [Alison.Bentley@uwatx.org](mailto:Alison.Bentley@uwatx.org)  
Phone: 512-225-0374



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**SIGNATURE PAGE FOLLOWS**



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**David C. Smith**  
CEO, United Way for Greater Austin

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Date

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**Name: Sarah Eckhardt**

Title: County Judge

Organization Name:

Travis County