ORIGINAL

RESOLUTION NO: 25-07

A Resolution to Authorize a Legal Services Agreement Between the Human Services Department and the Corporation Counsel for CY 2007

WHEREAS, pursuant to County resolutions, the Corporation Counsel hired outside legal services in 2004, 2005 and 2006 to prosecute termination of parental rights cases on a expedited and cost-efficient manner; and

WHEREAS, the Human Services Department has informed the Corporation Counsel that there exists a continuing back log of termination of parental rights cases that will require prosecution in calendar year 2007; and

WHEREAS, the Federal government maintains a program under Title IV-E for counties to receive reimbursement for the cost of legal services incurred in child welfare cases, which include termination of parental rights cases; and

WHEREAS, to receive Federal IV-E reimbursement for legal services for termination of parental rights cases, the Human Services Department must enter into a legal services agreement with the Corporation Counsel; and

WHEREAS, entering into and implementing a legal services agreement as required for Federal Title IV-E reimbursement will allow Polk County to continue to prosecute termination of parental rights cases expeditiously and cost effectively; and

WHEREAS the office of the Corporation Counsel is fully staffed such that legal services for termination of parental rights cases may be provided to the Human Services Department through the attorneys employed within the within the office of the Corporation Counsel rather than through outside counsel; and

WHEREAS, the Federal Title IV-E legal reimbursement program allows reimbursement of legal services provided by the Office of Corporation Counsel based upon the personnel costs of attorneys and staff of the Office of the Corporation Counsel that are expended toward the provision of legal services in termination of parental rights cases; and

WHEREAS, the Human Services Board has approved a legal services agreement between the Human Services Department and the Corporation Counsel that directs the Corporation Counsel to provide legal services for the purposes of prosecuting termination of parental rights cases; and

WHEREAS, the Personnel Committee has approved a legal services agreement between the Human Services Department and the Corporation Counsel that directs the Corporation Counsel to provide legal services for the purposes of prosecuting termination of parental rights cases.

NOW THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors authorizes the Polk County Human Services Department and the Polk County Corporation Counsel to enter into a legal services agreement, a copy of which is attached hereto and incorporated herein, effective January 1, 2007 for the purposes of Federal IV-E reimbursement for termination of parental rights cases.

Initial Funding Amount: $25, 000.00 (County Match for Title IV-E Program)
Funding Source: Personnel lines of Corp. Counsel - General Fund (as match)
(Anticipated Title IV-E reimbursement $10,000.00)

Effective Date: Upon Passage

Finance Committee Advised: 2007 Budgetary Cycle

Approved as to Form: Jeffrey B. Fuge 4-17-2007.
Jeffrey B. Fuge, Corporation Counsel

Date Submitted to County Board: 4/17/07

County Board Action: Adopted

Submitted by Personnel Committee:

Gerald W Newville

Russell E Arnaud

Patricia M Schmidt

K.J. [illegible]

Submitted by the Human Services Board:

[illegible]

David Markert

John [illegible]

[illegible]

[illegible]

[illegible] 3/14/07

[illegible]

2007
LEGAL SERVICES AGREEMENT
RELATED TO CHILD WELFARE CASES

INTRODUCTION

This Agreement is entered into between the Polk County Human Services Department (referred to as the 'Department') and the Polk County Corporation Counsel (referred to as 'County Attorney') as a requirement to participate in the legal services reimbursement program. This Agreement and the application to the State Department of Health and Family Services (DHFS) for participation in the legal services reimbursement program describe the amount of legal staff time and other legal services to be devoted to child welfare cases, the responsibilities of each agency, and how IV-E reimbursement will be used to improve legal services for child welfare cases.

I. FINANCIAL ARRANGEMENTS

A. The Department will provide for the cost of salary, benefits, and related expenses for a contracted attorney or an attorney employed by the County whose primary responsibility includes termination of parental rights ('TPR') cases (hereinafter 'Attorney'). His/her responsibilities will be related to the preparation of TPR cases with the assistance of the Department and County Attorney.

B. The County Attorney will track attorney (internal and external) and support staff time and costs and case related expenses including, but not limited to, costs related to evidence preparation, publishing notices and expert testimony, as match for the IV-E funding and will provide that information to the department.

C. Sufficient match dollars will be identified. County Attorney will bill case related expenses including, but not limited to, those identified in 1.B. above to the Department.

II. COUNTY ATTORNEY

A. The Department has informed the County Attorney that it anticipates 4 TPR cases requiring prosecution. Based upon such projections, it is estimated that approximately 15% of one FTE attorney hours for calendar year 2007 will be consumed by child welfare related legal services including, but not limited to, TPR, and related placement issues. Attorney time expended for child welfare related issues, including, but not limited

to, TPR cases, will be tracked on actual time basis by the attorney and reported to the Department as match for the IV-E reimbursement. Only time so reported is eligible for reimbursement, regardless of the estimate of time attributable to child welfare related legal services.

B. Based upon the noted projections, it is estimated that approximately 10% of a one FTE support staff for calendar year 2007 will be consumed in providing legal support services under the supervision of the attorney providing legal services pursuant to II. A., above. Support staff time expended for child welfare related issues, including, but not limited to, TPR cases, will be tracked on an actual time basis and reported to the Department as match for the IV-E reimbursement. Only time so reported is eligible for reimbursement, regardless of the estimate of time attributable to child welfare related legal services.

C. Will track and report to the Department case related expenses such as, but not limited to, costs related to evidence preparation, publishing notices and expert testimony. Sufficient match dollars will be identified on an as needed basis and the County Attorney may bill case related costs and expenses to the Department.

D. May contract with a private attorney on an hourly basis to provide legal services for child welfare cases, specifically, termination of parental rights cases and the County Attorney. Will provide direction, guidance and case related supervision to the attorney contracted by County Attorney.

E. Will continue to represent the Department at all hearings involving child welfare legal services and to diligently pursue permanency for children in accordance with permanency plans including termination of parental rights cases, where requested by the Department and where appropriate in the attorney's professional judgment.

F. Will provide written explanations for denials of Department requests for child welfare legal services and document the reasons for such action citing applicable law.

G. Will consult with Department staff on cases, the preparation of legal documents, providing testimony and obtaining court orders.

H. Will manage request for child welfare legal actions efficiently within the timeframes agreed upon with the department and, if a backlog occurs, will participate in corrective action strategies to address the backlog.

III. THE DEPARTMENT

A. Will track the IV-E reimbursement match time and costs reported by County Attorney and consult with that office if the time and/or costs are inadequate for match purposes.

B. Will track the IV-E reimbursement match time and costs reported by County Attorney and consult with that office if the time and/or costs exceed expectations regarding applying for additional IV-E reimbursement funds.

C. Will reimburse County Attorney for, or may pay directly, case related expenses such as, but not limited to, costs related to evidence preparation and expert testimony when sufficient match dollars are identified.

D. Will work cooperatively with County Attorney and the contracted attorney, if any, in the preparation of child welfare legal services cases, including the provision of current case information and other necessary information for hearings.

E. Will work cooperatively with County Attorney and the contracted attorney, if any, in arranging and conducting interviews of witnesses, coordinating with service providers and performing necessary follow-up when requested.

F. Will provide County Attorney with updates when major changes occur or the status of a case changes which affects the legal position of the Department.

G. Will manage request for child welfare legal actions from County Attorney efficiently within time frames agreed on with the office and, if a backlog occurs, will participate in corrective action strategies to address the backlog.

IV. CORRECTIVE ACTION

Should performance be considered deficient in any aspect under this Agreement, the Department and County Attorney will meet to identify the deficient performance areas and develop a corrective action plan.

V. EFFECTIVE DATES AND AMENDMENTS

A. This Agreement is effective January 1, 2007. It may be renewed for additional periods of one year.

B. Amendments may be introduced into the Agreement by written concurrence of both parties at any time.

C. Signatures for the:

POLK COUNTY DEPARTMENT OF SOCIAL SERVICES:

_____ Date:_____
Richard Kammerud

POLK COUNTY ATTORNEY:

_____ Date_____
Jeffrey B. Fuge