

# *CHARITABLE CHOICE*

## *Introduction*

When we talk about "welfare reform" we are talking about a law called "The Personal Responsibility and Work Reconciliation Act of 1996". This federal law expresses the intent of our Congress to change public welfare policy that had created in many families a financial dependence upon the government extending through as many as five generations. This new policy acknowledges that federal and state efforts tended to create a deep-seated poverty rather than financial independence and personal responsibility. This new law endeavors to give a hand-up rather than a handout. Consider the following new provisions:

1. There is now a two-year limit on continuous financial assistance.
2. There is now a five-year lifetime cap on assistance.
3. Able-bodied recipients must participate in job training for employment part-time, to receive aid.
4. In some states there is a family cap on the number of children in a family who can receive aid.
5. In many states recipients are eligible for daycare and transportation vouchers after they get a job.

A major feature of this new law is the center of my focus in these limited comments. It is referred to as Charitable Choice, a key provision of Section 104 of Public Law 104-193 enacted in 1996.

## *Charitable Choice Is About Three Governmental Goals:*

1. It seeks to encourage the States, who administer welfare programs, to expand the involvement of community and faith-based organizations in the public anti-poverty effort.
2. Through several measures the religious integrity and character of faith-based organizations that are willing to accept government contracts and funds to provide services to the needy are to be assured and protected.
3. The religious freedoms of beneficiaries, both those, who are willing to receive services from religious organizations, are to be safeguarded.

## *So what about "Separation of Church and State"?*

Charitable Choice guidelines actually clarify and codify the constitutional requirements on the issue. Some examples are as follows:

1. Charitable Choice does not violate the First Amendment to the Constitution.  
The government is not aiding or establishing religion, however it is using Faith-based and community organizations to aid and assist those Congress Wants to benefit.

2. Some might argue that the rights of taxpayers who disagree with the beliefs of Faith-based organizations are being violated because the faith-based Organization is receiving federal revenues to provide welfare services. However, the U.S. Supreme Court has ruled that there is no "free-exercise Right to object when general revenues are used" ... to assist beneficiaries by Means of programs that, among others, include faith-based providers.
3. In general, there are provisions, which provide those faith-based organizations Are to remain autonomous, thus there are specific protections for their autonomy and religious character with regard to their right to develop, maintain, and express their religious beliefs; to maintain their chosen form of internal governance; to operate their personnel policy in accordance with religious environment; and to confine external fiscal audits by segregating federal funds in separate accounts.

While Charitable Choice provisions are designed to reduce the pressures to be secularized, each organization must make its own judgment about the risks and benefits of cooperating with government.

In an attempt to protect the beneficiaries themselves, the Charitable Choice regulations require that there be alternative providers of services in the event that individuals object to receiving services from faith-based organizations.

Faith based organizations are concerned about intrusive monitoring by government. Regulations require that state inquiries should be focused on successfully providing a service and if the provider's program fulfills the purpose under the contract or the expenditure.

### ***Charitable choice is a choice of the State***

Charitable Choice does not automatically attach to state's welfare program. In fact, a state must choose to use federal welfare funds to contract with community or faith-based programs, or to provide vouchers which are redeemable for services with non-governmental social service providers. Once doing so, Charitable Choice requires that states not discriminate against faith-based providers.

A state may elect to use federal welfare funds solely through its own governmental agencies, choosing not to contract out any services.

Charitable Choice will apply to several programs whenever a state elects to enter into "purchase-of-service" contracts or voucher agreements with independent-sector organizations under the

The Temporary Assistance for Needy Families program now replaces what we used to call Aid to Federally Dependent Children programs. Charitable Choice might also apply to SSI, food stamps and Medicaid programs.

### ***A wide range of services can be provided under Charitable Choice***

Examples of programs that might conceivably be provided by faith-based programs include job search, job-readiness and job-skills training programs; community service positions; GED and ESL programs; nutrition and food budgeting advice; second chance or maternity homes

for expectant unmarried minors who cannot live with their parents; drug-treatment services; health clinics; or mentoring programs.

*Other provisions triggered by Charitable Choice worth mentioning*

States may not exclude churches or other overtly religious organizations simply on the basis of religious character.

States with constitutional restrictions may not restrict federal welfare funds even though they can restrict state revenues from faith-based programs.

Faith-based organizations retain their right to control "the definition, development, practice and expression" of their religious convictions.

A faith-based organization may in fact use religious principles as part of contracted services. In counseling beneficiaries' principles originating in a religious tradition might be used to effect changes in beliefs or attitudes. The key is whether a public purpose is served by the principles being taught.

A state may not dictate the composition of a governing board of a faith-based organization.

Faith-based organizations are exempt from application of Title VII of the Civil Rights Act regarding employment discrimination.



## *MENTOR AGREEMENT*

This Agreement for Partnership is between the Mentoring Team and Faith Partners. By this Agreement, Faith Partners agrees to facilitate the matching of a family referred by the Department of Human Services (DHS) to the undersigned team and the family. This agreement is not intended to create a legal relationship. The intent of this agreement is to facilitate and support the process of placing a family who is moving toward self-sufficiency with the undersigned team.

The purpose of the partnership is to establish a relationship between the undersigned team and a family recommended by the DHS. Through a relationship based on mutual trust and respect, it is hoped that the family will be moved toward a life of economic self-sufficiency. Based on the skills and interests indicated during the Resource Assessment, the team agrees to work with the family toward reaching its goal of economic self-sufficiency.

The undersigned team agrees to deal with the family in a ethical and professional manner and to respect the confidentiality of the information entrusted to it. The organization also agrees to report at least monthly to Faith Partners on the progress of the relationship and to immediately report to Faith Partners any problems or changes in conditions which could jeopardize the relationship.

Faith Partners agrees to provide ongoing support and counsel to the team. At any time that the team or Faith Partners is not satisfied with the placement, the team or Faith Partners may request, in writing, termination of the Partnership. During the period of this agreement, the undersigned team should expect the family to be sincere, honest and work at building a positive relationship.

This Agreement for Partnership is for six (6) months, beginning \_\_\_\_\_ and ending \_\_\_\_\_. If it is determined at the end of the contract period that it will be beneficial to extend the partnership, an agreement between the undersigned organization and family may be made and a new Agreement to Family signed.

\_\_\_\_\_  
Signature of Team Leader

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Team Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Team Member

\_\_\_\_\_  
Date

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Signature of Team Member

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Date

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Signature of Team Member

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Date

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Name of Congregation or Organization

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Date

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Signature of Faith Partners Representative

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Date



## **CONFIDENTIALITY AGREEMENT**

As a mentor with Faith Partners, you will have access to information that is considered legally confidential. The Faith Partners staff, Department of Human Services employees, and your assigned family may share with you some very personal information. With the exception of knowledge or suspicion of child abuse/neglect (to include sexual abuse) which you are legally required to report to the Department of Human Services, you should discuss your partnering family's situation only with other team members unless given specific permission by the family.

Each member of your team must read and sign the following Confidentiality Agreement. At the time any other volunteers are included in your group, they should be advised of the importance and legal necessity of confidentiality and also asked to read and sign this statement.

As an authorized mentor with Faith Partners, I understand that, in addition to my legal obligation, I have a moral obligation to regard as sacred and confidential all information obtained in the performance of my duties. I agree that all confidential information will be held as a trust and will never be discussed with any unauthorized person. Records entrusted to me will never be shown to anyone outside of my mentoring team, and under no circumstances will a record be given to any unauthorized person. I also understand that this agreement does **not** apply to any knowledge of suspected child abuse/neglect (to include sexual abuse), which must be reported to the Department of Human Services.

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Signature

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Date

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