

## Interlocal Agreement for Funding of DFPS Staff

**Contractor Name: Fort Bend County**  
**Contract #: 530-08-0194-00001**

The **Texas Department of Family and Protective Services** (the Department), and **Fort Bend County** (County), enter into this Agreement (Contract) for the purpose of funding additional Department staff to benefit the children of Texas. The Department and the County are the parties to this Contract. This Contract is authorized by the Texas Human Resources Code §40.056 and also by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**1. Contracting Parties:**

Texas Department of Family and Protective Services (DFPS or the Department)

Contact Person: Lindy Levit  
2525 Murworth  
Houston, Texas 77054  
[Lindy.Levit@DFPS.State.Tx.Us](mailto:Lindy.Levit@DFPS.State.Tx.Us)  
713-394-4100

Fort Bend County

Contact Person: Mr. Ed Sturdivant  
301 Jackson Street, Suite 533  
Richmond, Texas 77469  
[Sturdob@Co.Fort-Bend.Tx.Us](mailto:Sturdob@Co.Fort-Bend.Tx.Us)  
281-344-3971

- 2. Statement of Services to Be Performed.** The Department agrees to use the funds specified in Section 3 below to provide state employed positions specified in Attachment I, which is entirely incorporated as part of this Contract. The number and type of positions to be provided, and their essential duties, salary, fringe benefits, travel, and network costs are contained in Attachment I. Staff funded by this Contract will be in addition to basic staffing allocations for **Fort Bend County**. As state employees, the persons filling such positions will be supervised by the Department and will be required to abide by all Department work rules, policies, and procedures. See Attachment II for job description.
- 3. Payment for Services.** In accordance with Chapter 791 of the Texas Government Code, County will reimburse DFPS for services satisfactorily performed from appropriation items or accounts of the County from which like expenditures would normally be paid, based upon vouchers drawn by the County to DFPS. To reimburse the Department for the costs and expenses incurred for the DFPS persons filling the positions specified in Attachment I, the County agrees to provide the Department an amount up to **\$66,350.00** in local funds or in state funds not from the Department. County shall submit its payments of the Contract Amount in two quarterly installments payable to the Texas Department of Family and Protective Services within thirty (30) days of receiving an invoice from DFPS according to the following schedule. DFPS will transmit billing information representing its actual costs to the County as follows:
- A) First, Second, and Third Federal Quarter of October, November December, January, February, March, April, May, June will be billed by August 31, 2016.
  - B) Fourth Federal Quarter of July, August, September will be billed by November 30, 2016

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4. **Percentage Used in Payment Calculation.** The percentage used in the initial calculation of the Contract Amount in Section 3 may vary during the billing process. In the event the percentage used results in the final actual Contract Amount exceeding the initial Contract Amount specified in Section 3, an amendment shall be executed to increase the Contract Amount accordingly.
5. **DFPS Responsibility for Additional Funds.** The Department is responsible for providing all additional funds for the positions described in Attachment I and II, incorporated herein by reference, and may do so out of any funds it has available, including federal funds, state funds, or other funds.
6. **Modification.** Any change to this Contract (including any and all attachments) may only be made through a written amendment that is only effective after being approved and signed by the respective authorized representatives of the Department and of the County.
7. **Termination.** Either party may terminate this Contract at anytime by providing at least thirty [30] days advance written notice to the other party.
8. **DFPS Confidential Information.** County will not release Department's IMPACT case records or any external documentation maintained by DFPS to any party in any manner without the prior written consent of DFPS. In the event that disclosure of this information is required pursuant to court order, County will notify DFPS of its intent to release confidential documents by contacting the DFPS Managing Attorney. County agrees that any confidential information stored, collected, or maintained electronically or otherwise will only be used in the implementation of this contract. County desires to release information to any person or entity regarding the work performed under this agreement, County must have prior written permission from DFPS to release such information.
9. County will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules, and regulations.
10. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract. The Department shall have an absolute right to access to and copies of such information, upon request.
11. **Term of this Contract.** The term of the Agreement is from October 1, 2015 through September 30, 2016.
12. **Dispute Resolution.** Any dispute regarding this Contract will be governed by Texas Government Code Chapter 2009, Alternative Dispute Resolution for Use by Governmental Bodies, and any applicable Model Rules promulgated by the Office of the Attorney General and/or the State Office of Administrative Hearing of the State of Texas. Any notice of dispute must be addressed to the contact person noted in Section I of the Contract.
13. **Certification.** The undersigned contracting parties certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected state entities, (2) the proposed arrangements serve the interest of efficient and economical administration of the state government, and (3) the

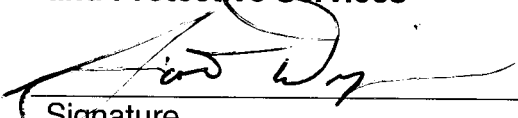
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services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

By and through the below signatures of their respective duly authorized representatives, the parties execute and agree to this Contract.

**Texas Department of Family  
and Protective Services**

**Contractor: Fort Bend County**

  
\_\_\_\_\_  
Signature  
Printed Name: Scott Dixon  
Title: CPS Regional Director

\_\_\_\_\_  
Signature  
Printed Name: The Honorable Robert  
Hebert  
Title: County Judge

Date: 7-6-16

Date: \_\_\_\_\_

Approved As To Legal Form  
Miranda 7/11/16  
\_\_\_\_\_  
Secretary

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### General Requirements

The boilerplate contains the standardized legal clauses when contracting with DFPS. This includes contracting terms and conditions, federal and state laws, and DFPS rules and governing law. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. It is essential that the contract manager read and understand the requirements of the contract.

#### 1. Contracting Parties

Fill in Contractor's Legal Name and the contact information for DFPS and the Contractor.

#### 2. Statement of Services To Be Performed

The services section of the boilerplate will be specific to the services requested by the program. In order to include the Program Specific Terms and Conditions section into the Contract, the contract manager will incorporate Attachment I. Enter the name of the Contractor.

#### 3. Payment for Services

Enter the contract amount for the contracting period and the reimbursable quarterly payment dates.

#### 4. Percentage Used in Payment Calculation

The boilerplate will be specific to the payment method as identified in Attachment I, Estimated Cost Funding.

#### 5. DFPS Responsibility for Additional Funds

DFPS must provide any additional funds required for the positions.

#### 6. Modification

Changes, amendments, clarifications, renewals and extensions to this contract shall be in writing.

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### 7. Termination

Either party reserves the right to terminate, in whole or in part without recourse or penalty, giving 30 days written notice of intent to terminate the contract.

### 8. DFPS Confidential Information

Confidential information and material may not be discussed, communicated, copied, extracted or used in any manner other than in fulfillment of the contract.

### 9. Term of this Contract

Fill in the effective date of the executed contracting period, the date the contract term begins, as well as the end date for the current period. For contract renewal, ensure the contract will not extend the total contract term beyond 48 months. The start and end dates must correspond with the federal fiscal year, October through September.

### 10. Dispute Resolution

The dispute resolution process shall be used by DFPS and the Contractor to attempt to resolve any claim for breach of contract.

### 11. Certification

DFPS and Contractor must certify that the goods and services being invoiced have been received and accepted.

### Signatures

The section must be completed prior to contract execution. The appropriate DFPS signature must be obtained as identified in the Signature Authority and Delegation policy. The persons signing and executing this Contract on behalf of the Department and the Contractor guarantee they have been fully authorized to execute the Contract on behalf of the Department or the Contractor. The parties have executed this Contract on the dates set forth below their signatures.

**Note:** Forms must be uploaded, separately, in HCATS documentation, using a standard naming convention: FFY Contractor Name Form Name Form #

For example: FFY11 Dallas County Interlocal Agreement 9200STAFF  
FFY11 Hamilton County Routing Document 2044ADMIN

## Rangel, Michelle

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**From:** Rangel, Michelle  
**Sent:** Tuesday, July 05, 2016 2:58 PM  
**To:** 'Levit,Lindy (DFPS)'  
**Cc:** Perry,Jessica (HHSC); Ford,Anna M (DFPS); Cutaia,Michael M Jr (DFPS); Dixon,Scott (DFPS)  
**Subject:** RE: FY 2016 Fort Bend County Contract 6-29-16

Lindy,

When we provide the funding, we have the other party execute the document first. You should go ahead and have Scott Dixon sign and then return it to the FBC Auditor, attn Shelley Mays.

Michelle T. Rangel  
General Counsel Division Chief  
Fort Bend County Attorney's Office  
401 Jackson Street  
Richmond, Texas 77469  
Telephone No. 281-341-4555  
Fax No. 281-341-4557  
[Michelle.Rangel@fortbendcountytx.gov](mailto:Michelle.Rangel@fortbendcountytx.gov)

Shelley-  
this has been approved  
as to legal form and  
can be placed on the  
agenda. Let me know  
if you need anything from  
me.

+++++CONFIDENTIALITY NOTICE+++++

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system. Thank you in advance for your assistance.

Michelle

**From:** Levit,Lindy (DFPS) [<mailto:Lindy.Levit@dfps.state.tx.us>]  
**Sent:** Wednesday, June 29, 2016 3:12 PM  
**To:** Rangel, Michelle  
**Cc:** Perry,Jessica (HHSC); Ford,Anna M (DFPS); Cutaia,Michael M Jr (DFPS); Dixon,Scott (DFPS)  
**Subject:** FY 2016 Fort Bend County Contract 6-29-16

Michelle

Attached you will find the FY 2016 Fort Bend County Contract, along with Attachment I and Attachment II.

Please assist me in obtaining the necessary signatures on two (2) contracts and returning the contracts to me so that I can obtain Scott Dixon's signature. I will send you a copy once I have a fully executed contract.

Please let me know if you have any questions.

Thanks

Lindy