



Texas Department of Family and Protective Services

Commissioner
Jaime Masters

August 11, 2020

Mr. Ed Sturdivant
County Auditor
Fort Bend County
301 Jackson Street, Suite 701 Richmond, Texas 77469

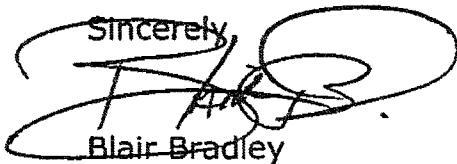
Re: FY 2021 Fort Bend County Contract Renewal 530-08-0914-00001

Dear Mr. Sturdivant,

Enclosed you will find the Interlocal Agreement for Funding of DFPS Staff for Fort Bend County. Also enclosed you will find the FY 2021 Budget, Form 2031 Signature Authority Designation and Form 4733Gov Certification regarding Lobbying, Drug-Free Workplace; and Anti-Trust. I would appreciate your assistance in obtaining the necessary signatures on these documents. Of course, these will also need to go to county court for the Judge's approval and final execution.

If you have any questions, please call me at (936) 242-9507.

Sincerely,



Blair Bradley
Regional Operations Support Administrator
2017 N. Frazier St., Suite C-1
Conroe, TX 77301
(936) 242-9507

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 **Ft. Bend County** (Contractor), enter into this Agreement (Contract) for the purpose of funding additional Department staff to benefit the children of Texas. The Department and the Contractor 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:

Blair Bradley

2017 N. Frazier St., Suite C-1

Conroe, TX 77301

Blair.Bradley@dfps.state.tx.us

(936) 242-9507

Fort Bend County

Contact Person:

Mr. Ed Sturdivant

301 Jackson Street, Suite 533

Richmond, Texas 77469

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.
3. **Payment for Services.** In accordance with Chapter 791 of the Texas Government Code, Contractor will reimburse DFPS for services satisfactorily performed from appropriation items or accounts of the Contractor from which like expenditures would normally be paid, based upon vouchers drawn by the Contractor to DFPS. To reimburse the Department for the costs and expenses incurred for the DFPS persons filling the positions specified in Attachment I, the Contractor agrees to provide the Department an amount up to \$66,755 in local funds or in state funds not from the Department. Contractor shall submit its payments of the Contract Amount in four 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 Contractor as follows:
- A) First Federal Quarter of October, November, December will be billed by February 28, 2021

Interlocal Agreement for Funding of DFPS Staff

- B) Second Federal Quarter of January, February, March will be billed by May 31, 2021
- C) Third Federal Quarter of April, May, June will be billed by August 31, 2021
- D) Fourth Federal Quarter of July, August, September will be billed by November 30, 2021.
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 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 Contractor.
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. **DFPS Confidential Information. Term of this Contract.** The term of the Agreement is from October 1, 2020 through September 30, 2021.
10. **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 1 of this Contract.
11. **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

Interlocal Agreement for Funding of DFPS Staff

the interest of efficient and economical administration of the state government, and (3) the 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: Deneen Dryden
Title: CPS Assoc. Commissioner Director
V.

Signature
Printed Name: The Honorable K P George
Title: County Judge

Date: _____

Date: _____

**Interlocal Agreement for Funding of DFPS Staff
Boilerplate 9200STAFF
Instructions**

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.

7. Termination

**Interlocal Agreement for Funding of DFPS Staff
Boilerplate 9200STAFF
Instructions**

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

Signature Authority Designation

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Ft. Bend County

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

Ed Sturdivant
Printed Name


Signature of Authorized Representative

Ft. Bend County
Title of Authorized Representative

8/18/2020
Date

Ft. Bend County
Legal Name of Contractor/Potential Contractor

530-06-0194-00001
Procurement Number or Agency Account ID

The Designated Signature Authority as referenced above has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that both the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

Printed or Typed Name & Title of Contract Signatory

Signature

Contract Number Request Form

To request a contract number for contracts or MOUs/MOAs procured without the assistance of the HHSC Enterprise Contract and Procurement Services (ECPS), complete the following and submit directly to Contract Oversight and Support (COS) via the DFPS [HCATS e-mail box](#).

Classification Type: (Select One)	Interlocal
Goods/Services:	Services
Classification: (Select One)	Administrative
LBB Contract Category:	Other
LBB Contract Type:	Other
Contract Begin Date (MM/DD/YY):	10/1/2020
Contract End Date (MM/DD/YY):	9/30/2021
Maximum Contract Amount/Total: (If applicable)	\$
Current FY Budget: (If applicable)	\$ 66,755
Insurance Required?	Select One
Bonds Required?	Select One
Division: (e.g., Finance, CCL, PCS)	Select One
Department: (e.g., Federal Funds, APS, CPS)	
Does Vendor Access Confidential Information?	Select One
Is DUA In Place?	Select One If No, Explain:
DUA Execution Date: (may be the same as Contract Begin Date)	
DUA Version:	Select One
DUA Information Owner Division:	Select One
Information Security & Privacy Inquiry Complete?	Select One
Performing Agency:	DFPS is the performing agency
Is EIR (Electronic Information Resources)?	Select One
Financial Method:	Select One
Primary Payment Type:	Select One
Contract Subject: (e.g., primary service)	Funding of DFPS Staff
Purpose: (optional)	
Comment: (optional)	
DFPS Contract Manager Name:	Blair Bradley
DFPS Lead Contact:	Leshia Fisher
Service Counties:	<input type="checkbox"/> Statewide <input checked="" type="checkbox"/> List of Counties to be served: List Counties Here Fort Bend County

Legal Contractor Primary Contact Information	
Legal Name of Contractor: Fort Bend County	
Legal Contractor VID (TIN+ mail code): 17460019692000	Phone #: (281) 344-3971
Contact Name (Last, First): Sturdivant, Ed	Fax # (optional):
Title: County Auditor	E-mail: Sturdrob@Co.Fort-Bend.Tx.Us

Contract Number Request Form Instructions

PURPOSE
<p>Form 9210 Contract Number Request is completed by DFPS staff and submitted to COS for contracts or MOUs/MOAs procured without the assistance of HHSC Enterprise Contract and Procurement Services (ECPS). COS will generate a contract number and establish a contract file in HCATS using the information submitted on the form. DFPS staff must submit Form 9210 and contract documents to COS via the DFPS HCATS e-mail box within 30 calendar days of execution. The data in HCATS is the centrally located contract record. It is important to review and submit accurate information to COS.</p> <p>COS uploads the executed documents in HCATS. Please follow program-specific document naming convention on all contracts and MOUs/MOAs submitted to COS. This can be accomplished by naming the documents sent to COS in the appropriate way or by noting the appropriate name in the e-mail submitted to DFPS HCATS. Further guidance is available at: http://intranet/Contract/Handbook/Chapter_6/6-09-records_management.asp</p>
Line item details: The following is a list with explanations of the individual Form 9210 fields to be completed.
<p>Classification Type - This is a drop-down selection: MOA/MOU, Interagency, or Interlocal. http://intranet/Contract/Handbook/Chapter_11/default.asp</p>
<p>Goods/Services - This is a drop-down selection: Goods; Services; or Goods and Services.</p>
<p>Classification - This is a drop-down selection: Administrative or Client Services. For assistance in classifying whether a contract is Administrative or Client Services, contact the DFPS Procurement Office with a cc to the COS TA Mailbox.</p>
<p>LBB Contract Category - This is a drop-down selection: Construction; Consultant Services; Major Information Systems; Professional Services; or Other. These definitions are found in HCATS User Manual Appendix B.</p>
<p>LBB Contract Type - This is a drop-down selection: Business; Information Resources; Professional; Purchases; or Other. These definitions are found in HCATS User Manual Appendix B.</p>
<p>Contract Begin/End Dates - Enter the start and end dates of the current contract period. If renewable for several years, enter the begin date of the original contract with an end date of the current contract period.</p>
<p>Maximum Contract Amount /Total, if applicable - Enter the total maximum amount of the contract, based on the initial procurement or subsequent amendments, from the start to the end dates.</p>
<p>Current FY Budget, if applicable - Enter the amount budgeted for the current contract period. For contracts or MOUs/MOAs with no budgeted contract amount, this field may be blank.</p>
<p>Insurance Required? This is a drop-down selection: Yes or No. "Yes" if contract requires insurance.</p>
<p>Bond Required? This is a drop-down selection: Yes or No. If contract requires bonds.</p>
<p>Division - Enter the initiating Division. This is the DFPS Program Area, e.g., Operations or Finance Divisions.</p>
<p>Department - Enter the initiating Department. This is the area within the Division, e.g., for Operations Division one Department could be Information Resource Management, or for Finance Division one Department could be Federal Funds.</p>
<p>Does Vendor Access Confidential Information? This is a drop-down selection: Yes or No</p> <p>Confidential Information means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of or includes any or all of the following:</p> <ul style="list-style-type: none"> • Client Information, • Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information; • Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521, • Federal Tax Information, • Personally Identifiable Information; • Social Security Administration Data; • All non-public budget, expense, payment and other financial information; • All privileged work product or other information excepted from disclosure under Chapter 552 of the Government Code • All information designated as confidential under the laws of the State of Texas and of the United States; • To the extent permitted under the laws and constitution of the State of Texas, all information designated by HHS or any other State agency as confidential, including but not limited all information designated as confidential under the Texas Public Information Act, Texas Government Code, <u>Chapter 552.</u>
<p>Is DUA In Place? This is a drop-down selection: Yes or No. If No, explain the reason.</p>
<p>DUA Execution Date: This is the date that the DUA was signed. If the DUA is incorporated into the terms and conditions of the contractual agreement, use the Begin Date as the DUA Execution Date. If not, it is the date that the stand-alone DUA was signed by both parties (the latter of the two potential dates).</p>
<p>DUA Version: This is a drop-down selection: Indicate the version of the DUA that was used in the agreement.</p>
<p>DUA Information Owner Division: This is a drop-down selection: This is the DFPS Program Area responsible for the confidential information being protected under the agreement.</p>

Contract Number Request Form Instructions

Information Security & Privacy Inquiry Complete? This is a drop-down selection: Yes or No, depending upon whether the organization has completed the Information Security & Privacy Initial Inquiry (SPI). If yes, include SPI for HCATS upload.
Performing Agency - This is a drop-down selection: Select the performing HHS Enterprise sister agency. When party is not an HHS Enterprise agency, leave blank. "DFPS is the Performing Agency" should not be used as the designation when we are contracting with another entity. The "DFPS is the Performing Agency" designation should only be used in IACs, Interlocals, or MOUs when DFPS is acting as the "contractor".
Electronic and Information Resources (EIR) - This is a drop-down selection: Yes or No, to indicate whether or not the contractual agreement will include an EIR component. EIR includes information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term electronic and information resources includes, but is not limited to, telecommunications products, websites and content, multimedia, and office equipment such as copiers and fax machines.
Financial Method - This is a drop-down selection: Expenditure; Non-Financial; Revenue; or Shared Resources.
Primary Payment Type - This is a drop-down selection. Enter one of the following as appropriate: does not apply; cost reimbursement; fee-for-service; fixed price; or rate-based payments. Definitions for these may be found at: http://intranet/contract/handbook/chapter_3/3-04-primary_payment_types.asp
Contract Subject - Enter a short description of the primary goods/services provided through the contract or MOU/MOA.
Purpose - Enter a brief description of the need. This is optional; if left blank, this field will not be populated in HCATS.
Comment - Enter any additional information deemed necessary. This is optional; if left blank, this field will not be populated in HCATS.
DFPS Contract Manager Name - Enter contract manager name.
DFPS Lead Contact Name - Enter lead contact name.
Service Counties - Indicate Statewide or List of Counties to be served. If Counties to be served is chosen, list all the counties served.

LEGAL CONTRACTOR PRIMARY CONTACT INFORMATION
Legal Contractor - Enter the contractor's legal name. Agreements with multiple parties, contact DFPS HCATS for assistance.
Legal Contractor VID - Required for contracts, MOUs and MOAs. The VID is necessary for DFPS to verify that payments to vendors are made correctly, as well as to ensure that DFPS is able to accurately account for and report upon all vendors with whom we conduct business. Enter the contractor Vendor ID assigned by the Comptroller's Office. This is the 11-digit TIN plus a 3-digit mail code. Form 4109 (Application for Payee ID No. & Additional Mailing Address) is used to establish a TIN or for the contractor to request an additional mail code.
Contact Information - Enter the name of the contact person for the contractor, title, phone number, fax and e-mail information.

Attachment

**Estimated Cost Funding: Local Contribution/County Reimbursed Staff (PAC 140) (Baseline Staff)
FY21**

Program Area: CPS - Region 6, Fort Bend

		Baseline		71.5%
	FTEs	Cost/FTE	Dollars	County
Salary	<i>Position #00030196</i>			
Staff Salary	1	\$56,600	\$56,600	\$40,487
Longevity	1	\$1,920	\$1,920	\$1,373
Benefit Replacement	0	\$0	\$0	\$0
Total Salaries			\$58,520	\$41,860
Fringe	35.12%		\$20,552	\$14,701
Travel	1	\$3,727	\$3,727	\$2,666
Overhead	1	\$631	\$631	\$451
Cost Pool	1	\$7,385	\$7,385	\$5,283
Furniture	0	\$0	\$0	\$0
Central Fund	1	\$10	\$10	\$7
Computer Set-Up				
Desktop - Ongoing	0	\$0	\$0	\$0
Notebook- Ongoing	1	\$1,020	\$1,020	\$730
Tablet PC*- Ongoing	0	\$0	\$0	\$0
Total Computer Set-Up			\$1,020	\$730
(insert count of staff for each category)				
<i>*Eligible staff for tablet PCs include: CPS investigation workers, FBSS workers, CVS workers</i>				
IT Set-Up (Telecom and Other)				
Ongoing	1	\$434	\$434	\$310
Other (Specify):				
Cell Phone Agency Issued	1	\$1,045	\$1,045	\$747
Investigator Stipend	0		\$0	\$0
	0		\$0	\$0
	0		\$0	\$0
			\$1,045	\$747
Total			\$93,324	\$66,755

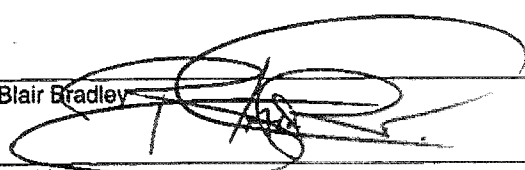

MOF	
Total	\$93,324
County Pay (71.531%)	\$66,755
Federal Match (PRS - 28.469%)	\$26,569
Total	\$93,324

71.5% Participation Rate

SECTION 1: Contract information		
Agency Account ID, if applicable: 530-08-0194-00001	Contractor Legal Entity Name: Fort Bend County	
Client Services or Administrative: Administrative	Contract Service: Administrative	
Contracting Program/ Division: Child Protective Services (CPS)	If "Other," Describe:	
Type of submitted document: <input type="checkbox"/> Open Enrollment <input type="checkbox"/> Child Specific Contract <input type="checkbox"/> MOU (non-financial) <input type="checkbox"/> MOA (non-financial) <input checked="" type="checkbox"/> Amendment/Renewal <input type="checkbox"/> TPO/Vendor Initiated Contract	Begin Date: <u>10/1/2020</u> or <input type="checkbox"/> Effective upon execution	End Date: <u>9/30/2021</u> or Expires _____ months after execution
Begin date of the initial contract: <u>10/1/2020</u>		
Dollar amount for this request:	<u>\$66,755.00</u>	
For an amendment, renewal, or extension, enter the amount of the initial contract plus all prior amendments, renewals, and extensions. *Do not include the amount for this request.	_____	
Grand Total (the amounts above totaled):	<u>\$66,755.00</u>	
SECTION 2: Description		
Brief description of the contract,		

SECTION 3: Review of Final Contract

Reviewer Responsibilities: Each reviewer will sign (email responses are acceptable for Legal and Budget review), to indicate the contract has been reviewed. The reviewers should discuss and resolve their questions, concerns, and issues with the contract manager. Signatures or electronic signatures represent a completed review, no further action is being requested, and certifies the contract is in compliance with all applicable statutes, DFPS policies, and procedures.

	Review Completed By	Date
Legal	<input type="checkbox"/> N/A, Contract staff certifies that there have been no changes to legally approved contract template.	
Budget, if applicable		
Contract Manager/ Single Point of Contact	Blair Bradley 	8/12/20
Contract Program Director/Division Director or Designee	Leshia Fisher 	8/13/20

SECTION 1: Contract Information

- Agency Account ID Leave the box blank if Agency Account ID is not available.
- Contractor Name: Enter the legal name of the contractor.
- Select either Client Services or Administrative
- DFPS Contracting Program/Division: Select the appropriate DFPS Contracting Program or Division. Options include: CPS, RCC, CBC, APS, PEI, IRM, Operations Support (Legal, CLOE, Commissioners' Offices - including External Relations, Communications, etc.), or Other (Please Explain). If "Other" is selected, enter the name of the requesting division/program in the associated text box.
- DFPS Program: Enter specific program service.
- Type of submitted documentation: Check the appropriate box for an Open Enrollment, Child Specific Contract, MOU, MOA, Amendment, or TPO/Vendor Initiated Contract for a contract being routed for execution outside of CAPPS 9.2. Enter the beginning and ending date of the contract, check the effective upon execution or enter the total months after execution.
- Begin date of the initial contract
- Amount of the submitted documentation
- Enter the amount of the initial contract plus all **prior** amendments, renewals, and extensions.
- Enter the Grand total.

SECTION 2: Description of Contract

- Brief description for the contract: Provide a brief description of the contract. The description should be specific and can use information from the Statement of Work (SOW).

SECTION 3: Review of Final Contract

- Legal: Ensures that the contract document contains appropriate language and is legally sound. If there have been changes to the boilerplate since receiving Contracts Legal review and approval, contract staff must receive a final legal review and approval. **If N/A box is checked, contract staff is certifying that there have been no changes to the legally approved contract template.**
*Legal review is confirmed by attaching email received from attorney.
- If a budget is attached, Budget reviews ensuring funds are available for contracted services.
- The administering Division/Program Contract Manager signs and dates acknowledging they have prepared the submitted Agreement and received assistance with the drafting/development of the contract from legal and affected Division/Program.
- Contract Program Director/Division Director or Designee will need to approve prior to submission for execution.

Certifications

D. Drug-Free Workplace Certification.

Potential Contractor certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about—
 - a) The dangers of drug abuse in the workplace;
 - b) The grantee's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (D)(1);
- 4) Notifying the employee in the statement required by paragraph (D)(1) that, as a condition of employment under the grant, the employee will—
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (D)(4)(b) from an employee or

otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(4)(b), with respect to any employee who is so convicted—
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace.

E. Anti-Trust Certification. Pursuant to 15 U.S.C. Sec. 1, *et seq.* and Tex. Bus. & Comm. Code Sec. 15.01, *et seq.*, Potential Contractor certifies that neither the potential contractor nor the firm, corporation, partnership, or institution represented by the Potential Contractor, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

As the duly authorized representative of the Potential Contractor, I hereby certify that the Potential Contractor will comply with the above certifications.

The Honorable K P George
 Printed Name of Authorized Representative

County Judge
 Title of Authorized Representative

 Signature of Authorized Representative

 Date

Fort Bend County
 Legal Name of Contractor

Certifications

Certifications Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion; Lobbying; Child Support; Drug-Free Workplace; and Anti-Trust.

The certifications enumerated below represent material facts upon which DFPS relies upon when accepting a bid for this solicitation. If the Department later determines that Potential Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Potential Contractor further agrees that it will provide immediate written notice to DFPS if at any time Potential Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Potential Contractor cannot certify the accuracy of all the statements contained in this section, Potential Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

A. Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion. 45 CFR 76 and 48 CFR 9 require DFPS to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Potential Contractor certifies the following:

1. That Potential Contractor is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
2. That Potential Contractor will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.
3. That Potential Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

B. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Potential Contractor certifies, to the best of his or her knowledge and belief, that:

1. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Potential Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The Potential Contractor shall require that the language of this certification be included in the award documents for subcontracts and that all subcontractors shall certify and disclose accordingly.

4. Payments of appropriated or other funds to Potential Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

C. Certification Regarding Child Support. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Attachment I
Job Description
Legal Liaison

The position facilitates and expedites Child Protective Services conservatorship cases to permanency through the legal system within the parameters of the Texas Family Code and the Texas Department of Family and Protective Services policy guidelines in Fort Bend County. The position develops and maintains positive and constructive working relationships between Child Protective Services and the District Courts, County Attorney's Office, Sheriff's Department, other law enforcement agencies, and Court Appointed Special Advocates organization. The position educates, enables and empowers Child Protective Services caseworkers to represent Texas Department of Family and Protective Services and to protect children within the legal system. The position interacts routinely with Child Protective Services staff, Advocacy Center staff, District Judges, County Attorney staff, Court Administrators, attorneys, Court Appointed Special Advocates staff, law enforcement, constables, witnesses, other social, medical, and psychological agencies, facilities and practitioners in Fort Bend County.