



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Anne Heiligenstein

July 13, 2009

Fort Bend County
Mr. Ed Sturdivant, County Auditor
301 Jackson Street, Suite 533
Houston, Texas 77469

RE: Contract Renewal for Contract #23620521, Type of Service: Concrete Services

Dear Mr. Sturdivant:

Your current contract with DFPS is expiring 08/31/2009. Enclosed you will find (2) two copies of the renewal documents for your contract with the Texas Department of Family and Protective Services (DFPS or Department) and two copies of the forms listed on the enclosed Contract Renewal Return Check List. It is important that you review all documents thoroughly.

To ensure that your contract renewal will be processed by August 31, 2009, all applicable documents should be completed, signed in blue ink by the authorized representative with signature authority and **returned to me no later than 2 weeks from date sent.**

Also, we require a list of all current employees, subcontractors, and volunteers working under this contract. This list must include documentation of all External Users of the new ABCS background Check system as well (External Users are those individuals who have been set up to run background checks for your office). Be sure to review your files and update any background check records for your employees and subcontractors to ensure their background checks are current (all background checks are only good for two years). You must obtain new background checks and complete new disclosure forms for all individuals whose records have expired. This is required of all individuals who have, or will have, direct contact with clients and/or access to client records in accordance with your contract.

Please return all documents to the following address:

DFPS
Patricia Clark, Mail Code 177-9
Contract Manager
5425 Polk Street, Suite 190
Houston, Texas 77023

9-2-09 copy received

Contract Renewal

If you have any questions regarding the proper completion of the enclosed documents contact me at (713) 767-2768. If you do not intend to renew your contract with the Department, please contact me immediately so we can initiate contract closure.

Respectfully,

Patricia Clark
Contract Manager

Enclosures: Renewal, Contract Renewal Return Check List, and Forms

Contract Renewal Return Checklist

Contract # 23620521 Contractor Name: Fort Bend County - Concrete Services

This checklist is to assist you in ensuring all documents have been completed and returned. Please respond to each item using the Contractor Response column using the following options.

- If "Yes" is in the *Applicable to Contract* column you must submit the completed document as part of this renewal. Place a check mark to indicate you submitted the required documents.
- Write in "New" in each blank corresponding to the documents you are returning as a result of changes in material facts from the previously completed and submitted forms.
- Write in "No Changes" if you are representing to DFPS that no facts have changed since a form was previously submitted.
- Place an "N/A" in each blank corresponding to the documents that are not being returned due to their inapplicability (e.g. Licensure).

Return this checklist with your renewal documents.

Applicable to Contract	Contractor Response	Item
Yes		Renewal #1 will specify the changes made in the contract to be effective during this renewal period.
Yes		Form 2031, Signature Authority Designation: This form specifies the signature authority for contracts. <i>This person's signature must be on all forms and the renewal. Required if this has changed.</i>
No		Form 2030, Budget for Purchase of Service Contracts, and Budget Narrative or other approved documentation: Required of those contractors who hold cost reimbursement contracts. The contract allocation will be specified on the renewal. Your budget and budget narrative should reflect this amount. <u>Note: This form is required for the renewal of all Title IV-E Contracts as well.</u>
Yes		Form 4733, Contractor Certifications: REQUIRED. This form includes statements and certifications related to federal requirements that the contractor must affirm to permit the contract to be executed with the Department.
No		Form 4733GOV, Contractor Certifications for Governmental Entities: REQUIRED. This form includes statements and certifications related to federal requirements that the governmental contractors must affirm to permit the contract to be executed with the Department.
Yes		Current Licensure: REQUIRED. Proof of current licensure for those contracts involving professional services. For example, LPC, LCSW, LMFT, Licensed Psychologist, etc. (Applies to each individual therapist as well as employees and all subcontractors.)
Yes		Proof of Eligibility to bill Medicaid: REQUIRED. Each provider must be actively enrolled in the Texas Medicaid Program. If Contractor provides services in an area where Medicaid Managed Care is in effect, or if Medicaid Managed Care moves into an area which Contractor covers, Contractor must be a provider within each of the Medicaid Managed Care plans in those areas in order to continue to provide services under this Contract. If provider enrollments for Medicaid Managed Care health plans are denied, current notice of denial must be submitted to the contract manager.
Yes		Insurances: REQUIRED. Proof of General Liability, Professional, and Dishonesty Bonding Insurance to cover the new Fiscal year (Applies to each individual therapist/provider.)

Contract Renewal Return Checklist

Yes		<u>Background Checks:</u> review your files and update any background check records for your employees, subcontractors and volunteers that are older than two years. This includes obtaining new background checks and completing new disclosure forms for all individuals whose records have expired. This is required of all individuals who have, or will have, direct contact with clients and/or access to client records in accordance with your contract. All background checks must now be entered into the Automated Background Check System (ABCS). Contact your contract manager for direction on this requirement.
Yes		<u>Current list of employees and subcontractors:</u> REQUIRED. This list must include documentation of all External Users of the new ABCS background Check system as well. Be sure to Include any updated insurance documents and credentials (licenses included) as these items must be up-to-date at all times.
Yes		<u>Form 4732, Request for Determination of Ability to Contract:</u> Required of all contractors, except State Agencies. This form helps assure compliance with rules and standards regarding contractors hiring or having an association with persons whose employment would endanger the competitive environment. Complete & Submit the full document if new staff or subcontractors will be added. Complete & submit only page 1 if you can certify no changes.
No		<u>Form 9007ICC,</u> Internal Control Certification (ICC) – only required for cost reimbursement contracts. Complete to document financial position and accounting processes. This is part of monitoring each contract.
Yes		<u>HUB Subcontracting Plan:</u> May be required of contracts of \$100,000 or more except state agencies. A new HSP must be submitted for this renewal only in the event that dramatic changes to the amount of subcontracting as detailed in the original HSP are projected for this contract. If it was determined at procurement that no subcontracting possibilities existed, the prime contractor does not need to submit an HSP for this renewal.
Yes		<u>Form 9105: Risk Analysis Questionnaire</u> – Used to determine degree of monitoring and risk level for each contractor. If there have been no changes to your agency a new version of this form is not required.
No		<u>Other:</u>



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

INTERIM COMMISSIONER
Ben Delgado

May 26, 2009

Re: Internal Control Certification (ICC)

Dear DFPS Contractor:

The Texas Department of Family and Protective Services (DFPS) uses a risk-based contract monitoring system. The Internal Control Structure Questionnaires (ICSQs) are part of the monitoring program, representing basic fiscal monitoring tools. Identified contractors are required to submit an ICSQ and certify controls thereafter with an ICC.

ATTACHED IS A COPY OF A PREVIOUSLY SUBMITTED ICSQ FOR YOUR DFPS CONTRACT(S). WE ASK THAT YOU REVIEW CAREFULLY AND COMPLETE THE ATTACHED INTERNAL CONTROL CERTIFICATION (ICC). NOTE THAT IF THERE HAVE BEEN SIGNIFICANT CHANGES, A NEW ICSQ MAY BE REQUIRED.

Changes must be indicated if there have been any changes in the following: Chart of Accounts, List of State Contracts, Inventory Listing, Insurance Coverage, Names and Titles of Staff, Policies and Procedures, etc.

Mail the enclosed ICC to me at the following address by June 3, 2009.

Patricia L. Clark
Contracts Manager
5425 Polk Street, MC 177-9
Houston, TX 77023

If you have any questions regarding the proper completion of the enclosed Certification, please feel free to contact me at 713-767-2768.

Sincerely,

Patricia Clark
Contracts Manager

Enclosure: Internal Control Certification
Internal Control Structure Questionnaire

Internal Control Certification (ICC)

Contractor: Fort Bend County

DFPS Contract Number(s): 23620521

Please note that an ICC can only be used to certify an ICSQ that is not older than four fiscal years (current and 1st three prior fiscal years).

1. Please initial and date next to the appropriate box after reviewing the applicable section of the ICSQ being certified:

_____ **FINANCIAL POSITION** - Review for changes to accounting procedures and financial stability.

_____ **GENERAL/ACCOUNTING CONTROLS** - Review for changes to allocations plans, if applicable; Chart of Accounts, information on contracts/programs administered; any changes to accounting system, etc.

_____ **PERSONNEL** - Review for changes to personnel and payroll practices.

_____ **TRAVEL** - Review for changes to travel policy.

_____ **EQUIPMENT** - Review for changes to capitalization threshold and inventory.

_____ **SUBCONTRACTORS** - Review for changes in procurement and/or monitoring procedures.

_____ **RELATED PARTY TRANSACTIONS** - Review for changes of related parties in organization and updated lease information.

_____ **ALLOCATION** - **This Section is specific to State Agencies and Universities only.** Review for updated allocation plans and person who certifies the plan, and updated Certification of Match funds procedure.

2. I have reviewed the Internal Control Structure Questionnaire and supporting documentation originally certified by our organization on _____, and re-certify one of the following:

The ICSQ and supporting documentation remains true and accurate, with no exceptions.

The ICSQ and supporting documentation remains true and accurate, with the exception of changes indicated on the attached documents. (Please indicate the applicable contract number, corresponding ICSQ number and how changed.)

Signature of Authorized Representative

Date

Printed/Typed Name

Title

**Governmental Entity
Purchased Services Contract**

**Contract Number 23620521
Concrete Services**

- I. Parties.** The Texas Department of Family and Protective Services (DFPS), hereinafter referred to as the Department, and Fort Bend hereinafter referred to as the Contractor, do hereby make and enter into this contract, which, together with its incorporated documents, constitutes the entire agreement under the above referenced contract number between the Department and the Contractor. This contract is for the purpose of providing Concrete services with a payment type of Fee for Service. The Department and the Contractor make this contract for the following mutual considerations.
- II. Authority to Contract.** The Department is authorized to enter into this contract under Human Resources Code Chapter 40.
- III. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Venue will be in state District Court, Travis County, Texas, and resulting payments shall be due and payable in Travis County, Texas.
- IV. Contract Elements.** This contract between the parties and any successor or permitted assignee consists of the signed written contract, Attachment A to the contract, and all documents incorporated by reference which are the documents listed in Section XI of this contract. The contract includes a statement of need for these services, the location of service delivery, other service delivery details, budget, and billing procedures. This Contract may be amended as indicated within Section VII of this Contract.
- V. Financial Limitations and Considerations.**
- A. **Funds Availability.** This contract depends upon the availability and receipt of state or federal funds that the Department has allocated to this contract. If funds for this contract become unavailable during any budget period, DFPS may immediately terminate or reduce the amount of this contract at the discretion of the Department.
- B. **Amount of Payment.** The Department shall pay the Contractor up to \$ from available funds for services rendered in accordance with the terms of this contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department.
- C. **Basis for Payment.** The basis for payment for services rendered under this contract is indicated in the service terms with the budget. The Contractor agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures of the Department. The Department is not obligated to pay unauthorized costs or to pay more than the Contractor's allowable and actually incurred costs consistent with federal and state regulations. The Contractor is responsible for submitting bills in an accurate and timely manner for each service period and for notifying the Department of a need to expedite payment. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.
- D. **Actual Costs.** The reimbursement made to the Contractor shall not exceed the Contractor's actual costs to provide the services under this contract and the Contractor's actual costs, both direct and indirect, must be allowable, reasonable, and allocable according to the Office of Management and Budget (OMB) Circulars A-87 and A-110, and 40 Texas Administrative Code (TAC) §§732.240-256.
- E. **For Fee for Service.** The Contractor shall provide the Department a total bill each month in the format prescribed by the Department, and shall accept as payment in full the contracted unit rate reduced by an amount equivalent to the required percentage of certified local resources as applicable.
- F. **Regulation Compliance.** The Contractor shall remain in compliance with 45 CFR Part 92, OMB Circulars A-133, A-87, and 40 TAC §§732.240-256. Further, all

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contractors that are subrecipients and that are state or local government entities, or are funded with federal block grants, are required to comply with the Uniform Grant Management Standards (UGMS), as applicable. School districts, colleges and universities, and special districts are excluded from UGMS compliance requirements. In the event of any conflict or contradiction between or among the regulations referenced in this contract term, the regulations shall control in the following order of precedence: 45 CFR Part 92, OMB Circulars A-133 and A-87; UGMS; and 40 TAC §§732.240–256. Contractor agrees that funds requested in this contract will not be used to replace federal, state, or local funding.

- G. **Matching Requirements.** If there is a matching requirement in the request for proposal (RFP), the Contractor shall provide at least the amount of non-federal share as identified in the contract budget or through other written notice from the Department. In the event of failure to provide this amount of non-federal share as specified, the Contractor shall indemnify the Department for any resulting proportionate reduction of federal funds or other disallowance.
- H. **Taxes.** The Department will not be liable for state, local, or federal excise taxes. The Contractor must comply with all federal and state tax laws. The Department will not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage or federal or state withholding requirements.
- I. **Force Majeure.** The Contractor shall accept financial liability for undue delays or failures to perform under the contract, except for any delay or failure of performance of any requirement caused by force majeure recognized under Texas law. Such delays or failures to perform shall extend the period of performance at the discretion of DFPS. The Contractor shall inform the Department in writing of proof of force majeure within three (3) business days or otherwise waive this right as a defense. The Contractor agrees that breach of this provision entitles DFPS to any and all available remedies.
- J. **Accounting.** The Contractor shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants and follow Department fiscal management policies and procedures in submitting timely billing and maintaining financial records required to be kept under this contract.
- K. **Record Keeping.** The Contractor shall maintain this contract and all related documents for a minimum of five (5) years after the termination of the contract period or five (5) years after the completion of any litigation or dispute involving the contract, whichever is later.
- L. **Reviews.** The Contractor shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by the contractor and subcontractor which may be conducted by the Department or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this contract or subcontract, which may be found after review by the Department or the United States Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper billing amount.

Acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this contract or any subcontract. Contractor further agrees to cooperate fully with the State Auditor's office or its successor, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

- M. **Notice of Funding.** The Contractor shall place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes

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services covered by this contract. This notice will also appear in the Contractor's annual financial report, if any is issued.

N. **Limitation on Grants To and Contracts With Units of Local Governments.** If the Contractor is a council of government, a regional planning commission, or a similar regional planning agency created under Chapter 391, Local Government Code, a Local Workforce Development Board or an MHMR community center, the Contractor shall expend funds under this contract subject to limitations and reporting requirements similar to those contained within Section 33 of Article IX of the General Appropriations Act passed by the 75th Texas Legislature. Those limitations are that:

1. The Contractor's salaries shall not exceed the salaries in Section 1 of Article IX, including only the position classification plan and schedule and the salary administration provision, except that nothing in this section requires increased salaries for local government employees;
2. The Contractor comply with Sec. 5 of Article IX, Political Aid and Legislative Influence Prohibited;
3. The Contractor comply with Sec. 11 of Article IX, Use of Alcoholic Beverages;
4. The Contractor comply with Sec. 66 of Article IX, Performance Rewards and Penalties;
5. The Contractor comply with Sec. 85 of Article IX, Budgeting and Reporting;
6. The Contractor comply with Sec. 86 of Article IX, Annual Reports and Inventories;
7. The Contractor comply with Sec. 95 of Article IX, Internal Audit Findings; and
8. The Contractor comply with each section within the division of Article IX, General Appropriations passed by the 75th Texas Legislature, labeled "Travel Regulations" (Sections 13 through 21) provided that in the case a hotel is unable or unwilling to provide Boards or their employees or agents with a rate equivalent to that provided to state employees, or in the cases in which the negotiated conference rates for officially sanctioned conferences or meetings exceed the allowed state reimbursement rates for lodging, an exception is granted by the Department.

VI. Reporting and Copying Requirements.

The Contractor shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the Department in appropriate format and on a timely basis; and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.

In developing, copying, and disseminating reports or other information under this contract, the Contractor hereby agrees to grant to the Department the right to copyright, use, reproduce, and distribute any material written or produced by the Contractor that is the subject of this contract.

VII. Additional Responsibilities of Contractor and Subcontractor. The Contractor shall be responsible to the Department for any subcontractor's performance under this contract. The Contractor shall, and will require any subcontractors to:

- A. Provide services in accordance with the provisions of this contract and to allow the Department and its representatives to monitor, audit, evaluate, and otherwise review the services provided and related documentation.
- B. Notify the Department immediately and in advance of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, governing board membership, personnel, payee identification

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number, and other. Notice will be provided in writing to the Department within ten (10) working days of change.

- C. Refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from the designated official Department signatory. Request for approval must be submitted in writing by the Contractor and include the qualifications of the subcontractor to perform and meet the standards of this contract. The Contractor shall be responsible to the Department for any subcontractor's performance.
- D. Provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each subcontractor who will provide services as part of the contract. Each subcontractor may be required to submit ownership information and other information related to this contract. The Contractor must disclose any information regarding subcontractors.
- E. **Direct Contact with Clients.** Prevent or promptly remove any employee, subcontractor, or volunteer from direct client contact and/or from access to client records who is alleged to have committed acts of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities; or an offense under the Texas Penal Code against the person; against the family; against public order or decency; against public health, safety, or morals; against property; or an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or any act or offense that can reasonably be associated with potential risk of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period. If it is determined, with certainty, that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and /or access to client records; however, the Contractor or subcontractor shall notify the Department of its intent to do so no later than ten (10) business days and receive Department approval prior to the reassignment. The Contractor or subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If the person in question is found to have committed any of the acts or offenses listed in this paragraph, that person shall not be reassigned to duties involving any direct contact with clients and/or access to client records.

Contractor will immediately remove access capabilities to any DFPS automated/internet based application(s) or immediately notify DFPS that access to such applications needs to be terminated for any employee, subcontractor, or volunteer whose employment, subcontract, or volunteer term with the contractor has been terminated for any reason.

- F. Allow the Department the right to remove from the provision of services, any employee of the Contractor or subcontractor. This right will be exercised in a reasonable manner by the Department.
- G. Allow any of its employees to testify in judicial proceedings and administrative hearings, at the request of the Department.
- H. Comply with all applicable federal and state regulations and with the Department policies and procedures regarding services delivered under this contract, including but not limited to the following:
 - 1. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations (CFR) and federal circulars, as amended.
 - 2. Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this contract.

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3. All state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the United States Department of Health and Human Services and the Department.
 4. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).
 5. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163).
- I. 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. 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.
 - J. Promptly report any suspected case of abuse or neglect to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within twenty-four (24) hours of the discovery of abuse or neglect.
 - K. If specific qualifications are set forth in job descriptions required by the Department, only personnel with the required qualifications will be assigned to fill those positions unless a written waiver is granted by the Department.
 - L. **Disclosure and Release.** The Contractor will disclose and release, or cause its employees, subcontractors and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor or volunteer alleging the commission of an act of abuse, neglect or exploitation of children, the elderly, or persons with disabilities; criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense described in Section VII E. above. This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and shall be accomplished through use of: (a) a criminal history background check; (b) a DFPS abuse and neglect history check and (c) a signed disclosure and release by each such person attesting to this information, which shall be maintained by the contractor, available for review by the Department, and renewed at intervals not to exceed 24 months while the contract is in effect. Contractors must submit criminal, abuse, and neglect history information for background checks electronically through the DFPS Automated Background Check System (ABCS) according to instructions in the user guide located at <http://www.dfps.state.tx.us/documents/PCS/ABCUserGuideFY09.pdf>.
 - M. **Single Audit.** Submit an annual financial and compliance audit of the Contractor's fiscal year-end in accordance with Single Audit requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations), if applicable. All contractors identified as subrecipients are required to submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. Failure to comply with these requirements may result in sanctions.
 - N. **Contractor Assignments.** Contractor hereby assigns to DFPS any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, *et seq.* (1973), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, *et seq.* (1967).
 - O. **Changes to Contract.** The parties to this agreement may make modifications to the Contract according to the requirements of this section.
 1. **Bilateral Amendment.** Either party to this agreement may modify this contract by execution of a mutually agreed upon, written amendment signed by both parties.
 2. **Unilateral Amendment.** The Department reserves the right to amend this agreement through execution of a unilateral amendment signed by the DFPS

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Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances:

- a) To correct an obvious clerical error in the agreement;
- b) To incorporate new or revised Federal or State laws, regulations, rules, or policies;
- c) To comply with a court order or judgment;
- d) To change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State; or
- e) To change the recorded license number of any license needed under this Contract in order to reflect the correct number as issued by the licensing authority.

3. **Contract Renewals.** DFPS may renew this contract on an annual basis by mutual agreement, subject to the conditions in 40 TAC §732.203 and the terms of this Contract.

P. **Service Provisions.** The Contractor shall provide services as specified below unless amended by both parties: Please see Attachment A Statement of Work.

VIII. Performance Measures.

Pursuant to Texas Human Resources Code §40.058 all contracts for client services must include clearly defined goals and outcomes that can be measured to determine whether the objectives of the program are being achieved. The Department will use the following performance measures described in Attachment A to this contract to evaluate the success of the Contractor's performance of services under this contract.

IX. Budget. The Department shall reimburse the Contractor the reasonable, allowable, and allocable costs as specified in the following budget: \$4,630.00

X. Provisions for Termination of Contract and Dispute Resolution.

- A. If the Contractor fails to provide services according to the provisions of this contract, the Department may, upon written notice of default to the Contractor, terminate all or any part of the contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this contract.
- B. The Department shall suspend or revoke this contract if the Contractor is found liable for or has a contract, license, certificate, or permit of any kind revoked for Medicaid fraud. The Department shall also suspend or revoke this contract if the Contractor's license, certificate, or permit has been revoked by any agency listed in Article II of the General Appropriations Act passed by the 75th Texas Legislature.
- C. The Department, based on information from monitoring or other verifiable sources, may terminate this contract for cause or take other actions:
 1. To include requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term;
 2. To recoup payments made to the Contractor or impose administrative error sanctions based on audit findings of violations of contract requirements; and
 3. To suspend, place into abeyance, or remove any contractual rights to include, but which are not limited to, withholding of payment, cessation of placement and removal of all contract rights.
- D. If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligations under this contract.
- E. This contract may be terminated at any time by mutual consent. In addition, either party to this contract may consider it to be canceled by giving thirty (30) days notice to the other party. This contract will be terminated at the end of the thirty (30) day period. Nothing in this Section shall be construed to prohibit immediate termination of the contract pursuant to Section X. This contract shall otherwise terminate by the date specified pursuant to Section XII, below.

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- F. At the end of the contract term or other contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with the Department, aid in transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled.
- G. **Contract Dispute Resolution.**
Any dispute between the parties to this contract will be governed by Alternative Dispute Resolution for Use by Governmental Bodies, Chapter 2009, Texas Government Code, 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 this Contract.

XI. Incorporation by Reference. The following documents are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Form 1513, Disclosure of Ownership and Control Interest Statement, if applicable
- B. Form 2030, Budget Information Form or Equivalent
- C. Form 2031, Signature Authority Designation
- D. Form 4733Gov, Certifications
- E. Form 9007, Internal Control Structure Questionnaire (ICSQ), if applicable
- F. HUB Subcontracting Plan
- G. Other forms, as needed

XII. Contractor acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify DFPS of any changes in circumstances affecting these certifications:

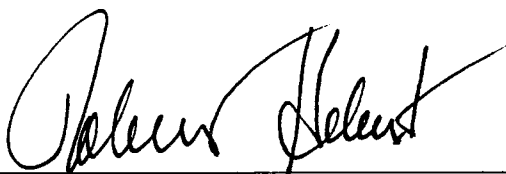
- A. Federal lobbying;
- B. Debarment and suspension;
- C. Drug-Free Workplace;
- D. Child support; and
- E. Anti-trust.

XIII. Effective Dates of Contract. This contract is effective September 1, 2009, through August 31, 2010.

**Texas Department of Family
and Protective Services**

Contractor: Fort Bend County

Signature
Printed Name: Scott Dixon
Title: CPS Regional Director



Signature Robert Hebert
Printed Name: The Honorable W. A. Meyers
Title: Commissioner, Precinct 3 County Judge

Date

9-1-09

Date

Attachment A Statement of Work

Statement of Need

Due to the need for goods and services to be purchased to meet the special needs of clients that contribute to the safety of the home, it is appropriate for DFPS to purchase these services.

This contract has been awarded by Region 6 contract staff via a non-competitive Interlocal Agreement for providing concrete services in the county identified under Service Area.

Plan of Operation

The service under this contract shall be provided in compliance with and in the manner described in the Contract and Plan of Operation. The Plan of Operation is incorporated herein for all purposes. In the event of a conflict, the following order of precedence shall prevail: First, the Contract, and second, the Plan of Operation.

At the Department's option, a contract awarded from an Interlocal Agreement may be renewed annually, and when it is in the Department's best interest. Contract renewal is not automatic. No services under this awarded contract or subsequent renewals may extend beyond August 31, 2013.

Service Goals:

The overall goal of the Texas Department of Family and Protective Services (DFPS), Child Protective Services (CPS), is to protect children from abuse/neglect and to act in the children's best interest.

Services are available to individuals designated eligible for services by CPS staff.

Concrete services are goods and services that can be purchased and directly contribute to the safety of the home, allowing the child to remain in the home or expediting reunification.

The goals of concrete services are to:

- Increase the safety of the children and youth remaining in or returning to their own homes;
- Reduce the length of stay for some children in foster care;
- Strengthen families and help them achieve and maintain safe homes for children, family stability, and self-sufficiency.

Concrete Services-Statement of Work
Contract #23620521
Effective: September 1, 2009

Service Area: Fort Bend County

Contractor's Office:

1110 Avenue G
Rosenberg, TX 77471

Services Requirements:

The Contractor is expected to provide the following services:

Issue payments for goods and/or services, to meet specified needs of clients of the Department upon written request of a valid service authorization approved by the Department;

1. Ensure that no payment shall be made to the Department employee for goods and/or services or for payment to Department contractors for paying a third party, or to the CPS client(s). Department staff may deliver checks;
2. Notify the Department's Contract Manager for this contract within 24 hours or on the next working day should any employee of the Department request that payment be made to any Department employee or Department contractor for payment to a third party;
3. Make payments within forty-eight (48) hours of an authorized request by the Department, excluding weekends and holidays;
4. Make no payment to any CPS client family in excess of two hundred dollars (\$200.00) per fiscal year, without the expressed written approval of the CPS Program Director or his/her designee;
5. Ensure that any request for payment includes the Form 2054, Service Authorization, and Form 2055, Client Agreement for Concrete Services, and that the requested goods and/or services meet the types of purchases allowed and cited in the Descriptions of Goods/Services of this contract;
6. Maintain detailed records of all transactions, to include the following:
 - Name of the person authorizing the payment
 - Name of entity to whom payment was made
 - Date of the request
 - Date of the check payment
 - Purpose of the check payment
 - Name of the client(s) receiving the goods and/or services
 - A copy of the signed and approved Form 2054, Service Authorization
 - A copy of the signed and approved Form 2055, Client Agreement for Concrete Services

Description of Goods and Services

The Contractor will make payments for the following goods and/or services:

- Assistance in locating and obtaining housing, with the exception of no security deposits for rent and/or utility services
- Transportation reimbursement for family visits, treatment, and to enable employment
- Personal care items (for example, clothing and personal hygiene items)
- Rental assistance for housing
- Emergency grants to prevent utilities being shut off
- Automobile operating or maintenance costs for family visits, treatment, and to enable employment
- Essential household items, furniture, and appliances (for example, cribs, beds, stoves, refrigerators, table, heaters, and sheets)
- Essential household supplies (for example, brooms, mops, and cleaning supplies)
- Essential home repairs (for example plumbing, heating, air conditioning, and structural repairs)
- Parenting education
- Therapeutic family recreation
- Special medical services or equipment not covered by Medicaid, health insurance, or charitable organizations
- Special learning aids (for example books, flash cards, and auxiliary aids like TTY or TTD)
- Respite care
- Employment tools, equipment, uniforms, and footwear
- Special educational services (for example tutoring, GED classes, ESL classes, and undergraduate standardized test preparation classes)

Other goods and services can be purchased when documentation on the service plan supports how the family will benefit from the item, and that the specific goods or services will directly contribute to the safety of the home, allowing the child to remain in the home or to expedite reunification. The Contract shall not write checks for "other goods and services", unless the CPS Program Director has approved the purchases on the form 2055, Client Agreement for Concrete Services.

No gift cards may be purchased for clients.

Referral Procedures

Services will be authorized in writing by a Department's CPS staff on Form 2054, Service Authorization and Form 2055, Client Agreement for Concrete Services.

Upon receipt of properly completed Forms 2054 and 2055, the Contractor will issue a check to the vendor or merchant. Purchase orders, checks, or vouchers may not be made to a CPS family member or to CPS employees.

Concrete Services-Statement of Work
Contract #23620521
Effective: September 1, 2009

The Contractor must obtain a copy of a receipt from the vendor or merchant to whom the check was written; this must be obtained from the CPS staff. The receipt must include the following information:

- The name and address of the vendor or merchant
- The date of the purchase
- The purpose of the purchase and or item description
- The cost of the goods and/or services
- The client's name if the vendor or merchant provides a hand written or generic receipt
- A copy of any utility bill for which payment is being requested

Billing Procedures:

The Contractor will bill the Department by submitting Form 4116-x, Pre-bill, and/or form 2016 and will attach the following documents: form 2054, form 2055, cancelled checks written to the vendor or merchant, receipts of the goods/services purchased, and utility bills as applicable. The Contractor will submit the bill to the Department's CPS Contract Unit by the 45th calendar day following the month of service.

Service Outcomes and Outputs

Outcomes

Purchasing concrete services for families will directly contribute to the safety of the home, allowing the child(ren) to remain in the home or expediting reunification.

Outputs

In 95% of the cases, the Contractor writes the checks within forty-eight (48) hours of receiving the necessary authorization from CPS staff.

In 95% of the time, the Contractor submits the billing with appropriate documentation within the time period specified.

In 100% of the cases, the Contractor provides services only after receiving the proper authorization documents from CPS staff.

In 100% of the cases, the Contractor issues payment for only allowable goods and/or services as cited in this contract.

Certifications (Governmental Entities)

Certifications Regarding Lobbying; 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 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.

B. 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

Certifications (Governmental Entities)

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

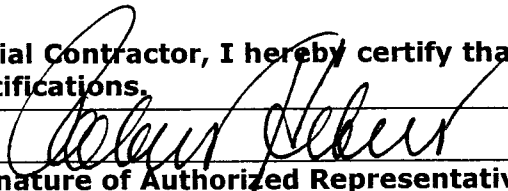
b) Requiring such employee to participate satisfactorily in a drug abuse assistance or

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.

C. 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 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 antitrust laws of this state, federal antitrust 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 W.A. Meyers Robert Hebert Printed Name of Authorized Representative	 Signature of Authorized Representative
Commissioner, Precinct 3 County Judge Title of Authorized Representative	9-1-09 Date
Fort Bend County Legal Name of Potential Contractor	23620521 Procurement or Contract Number