



**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES**

COMMISSIONER  
Anne Heiligenstein

AGENDA ITEM

7

April 26, 2011

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

Re: FY 2012 Contract Renewal 530-08-0194-00001

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 2012 Budget, Form 2031 Signature Authority Designation and Form 4733Gov Certifications Regarding Lobbying; Drug-Free Workplace; and Anti-Trust.

I would appreciate it if you would assist me in obtaining the necessary signatures on these documents and then return them to me, at which point I will obtain our Director's signature on the contract. I will then forward you the fully executed documents.

Thank you for your help. If you have any questions, please call me at 713-394-4100.

Sincerely,

Lindy Levit  
Regional Operations Support Administrator  
2525 Murworth  
Houston, Texas 77054  
713-394-4100

COUNTY JUDGE  
RECEIVED  
MAY 04 2011

## 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** (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: Lindy Levit  
2525 Murworth  
Houston, Texas 77054  
Lindy.Levit@DFPS.State.Tx.Us  
713-394-4100

Fort Bend County

Contact Person: Mr. Ed Sturdivant  
County Auditor  
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 \$49,603.00 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, 2012
  - B) Second Federal Quarter of January, February, March will be billed by May 31, 2012
  - C) Third Federal Quarter of April, May, June will be billed by August 31, 2012

## Interlocal Agreement for Funding of DFPS Staff

- D) Fourth Federal Quarter of July, August, September will be billed by November 30, 2012.
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.** Contractor will not release confidential information to any party in any manner without the prior written consent of DFPS. Contractor agrees that any confidential information stored, collected, or maintained electronically or otherwise will only be used in the implementation of this contract. Contractor desires to release information to any person or entity regarding the work performed under this agreement, Contractor must have prior written permission from DFPS to release such information.
    - A) Contractor 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.
    - B) 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.
  9. **Term of this Contract.** The term of the Agreement is from October 1, 2011 through September 30, 2012.
  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 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

**Interlocal Agreement  
for Funding of DFPS Staff**

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: Regional Director

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

\_\_\_\_\_  


Signature

Printed Name: The Honorable Robert  
Hebert

Title: County Judge

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

May 10, 2011

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

**Program Area: CPS - Region 6**

Baseline				68.329%
Salary	FTEs	Cost/FTE	Dollars	County
Staff Salary	1	\$44,277	\$44,277	\$30,254
Longevity	0	\$1,920	\$1,920	\$1,312
Benefit Replacement	0	\$1,027	\$0	\$0
<b>Total Salaries</b>			\$46,197	\$31,566
<b>Fringe</b>	27.86%		\$12,870	\$8,794
<b>Travel</b>	0	\$3,224	\$3,224	\$2,203
<b>Overhead</b>	0	\$841	\$841	\$575
<b>Cost Pool</b>	0	\$6,198	\$6,198	\$4,235
<b>Furniture</b>	0	\$0	\$0	\$0
<b>Central Fund</b>	0	\$168	\$168	\$115
<b>IT Set-Up</b>				
Desktop - Ongoing	0	\$2,237	\$2,237	\$1,529
Notebook- Ongoing	0	\$3,084	\$0	\$0
Tablet PC* - Ongoing	0	\$3,422	\$0	\$0
<b>Total IT Set-Up</b>			\$2,237	\$1,529
(insert count of staff for each category)				
*Eligible staff for tablet PCs include: CPS investigation workers, FBSS workers, CVS workers				
<b>Tele Com Set-Up</b>				
Ongoing	0	\$857	\$857	\$586
<b>Other (Specify):</b>				

Cell Phone Agency Issued	0	\$600	\$0	\$0
Investigator Stipend	0	\$5,000	\$0	\$0
Digital Camera for non-tablet PC users	0	\$130	\$0	\$0
Transcription Services	0	\$247	\$0	\$0
			\$0	\$0

<b>Total</b>		\$26,395	\$49,603
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<b>MOF</b>		
<b>Total</b>	<b>\$26,395</b>	
<b>County Pay (68.329%)</b>	<b>\$49,603</b>	
<b>Federal Match (PRS - 31.671%)</b>	<b>-\$23,208</b>	
<b>Total</b>	<b>\$26,395</b>	

68.329% Participation Rate

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

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

The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, or verify that the signature below is the only signature authority designated for contracting with DFPS.

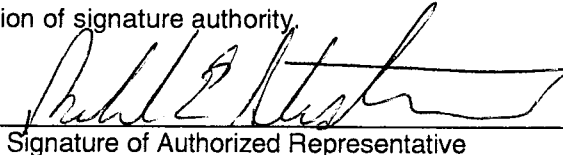
☐ Document attached (e.g., from the contractor's governing body)

☐ Signature used below is the signature authority for the Contractor

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 attached document or signature below is a complete, true, and correct representation of signature authority.

Mr. Ed Sturdivant

Printed Name

  
Signature of Authorized Representative

Fort Bend County

Title of Authorized Representative

5/12/11  
Date

Fort Bend County

Legal Name of Contractor/Potential Contractor

530-08-0194-00001

Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual.

## 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

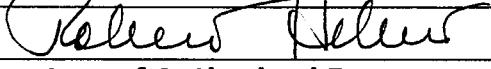
b) Requiring such employee to participate satisfactorily in a drug abuse assistance or

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 Robert Hebert	
<b>Printed Name of Authorized Representative</b>	<b>Signature of Authorized Representative</b>
County Judge	
<b>Title of Authorized Representative</b>	<b>Date</b> May 10, 2011
Fort Bend County	530-08-0194-0001
<b>Legal Name of Potential Contractor</b>	<b>Procurement or Contract Number</b>