



Kelly E. Johnson, C.P.M., C.P.C.M.
Harris County Purchasing Agent

July 13, 2012

Mr. Robert E. Sturdivant
Fort Bend County
301 Jackson St.
Richmond, TX 77469-3108

RE: Agreement Renewal with Harris County Administrative Office of the District Courts

Dear Mr. Sturdivant;

The Contract to Provide Consultant Services to Assist the Infant-Toddler Court, expires **September 30, 2012**. If you will renew the Agreement under the same terms and conditions, with no increase in pricing, then please sign and return this document to the H/C Purchasing Department, Attn: Steve McCown, by **August 10, 2012**. You may respond by fax 713-437-5827 or by email to: steve.mccown@pur.hctx.net. Thank you.

If you have any questions, please call me at (713) 755-4291.

Sincerely,
Steve McCown
Steve McCown/Buyer
Harris County Purchasing

SMC

Fort Bend County, will renew the Agreement under the same terms and conditions with no increase in pricing for the term October 1, 2012 through September 30, 2013.

 8-28-2012
Signature Date

Printed Name Robert E. Hebert, County Judge

1001 Preston, Suite 670, Houston, TX 77002 Tel 713-755-5036 Fax 713-755-6695

INTERLOCAL CONTRACT
(FIC/ITC Consulting – OJJDP Grant – WZL70025)

1. PARTIES

- 1.1 Parties. The Parties to this Interlocal Contract are **Harris County (COUNTY)**, on behalf of Administrative Office of the District Courts of Harris County (DEPARTMENT), and **Fort Bend County (CONSULTANT)**, in the State of Texas. This Interlocal Contract is entered into pursuant to Chapter 791 Interlocal Cooperation Contracts Act of the Texas Government Code in order to increase the efficiency and effectiveness of local government.

2. PURPOSE

- 2.1 Service Description. Harris County and Fort Bend County desire to enter into an Agreement, where an employee of Fort Bend County, Dr. M. Connie Almeida, will be assigned to Harris County's Infant Toddler-Family Intervention Courts for no less than 20% of one FTE, or 416 hours annually.

3. CONSULTANT'S REPRESENTATIONS

- 3.1 Applicable Expertise. CONSULTANT and the person executing this Agreement on behalf of CONSULTANT certify and represent that CONSULTANT (including CONSULTANT's agents, employees, volunteers, and subcontractors as applicable) possess(es) the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement with no disruption of service delivery.
- 3.2 Licensing. CONSULTANT represents that CONSULTANT's agents, employees, volunteers, and subcontractors as applicable, possess all special certifications, licenses, inspections and permits required by law to perform these services. CONSULTANT's agents, employees, volunteers, and subcontractors as applicable, shall maintain appropriate accreditation and licensing, as required, through the State of Texas or other applicable licensing entities. Prior to performing any services under this Agreement, CONSULTANT shall, *upon written request*, provide proof of valid licensure to DEPARTMENT (including a listing of all licenses and expiration dates).
- 3.3 Federal Program Payee Certification. Regarding Debarment, Suspension, Ineligibility, or Voluntary Exclusion for Covered Contracts, CONSULTANT certifies, by execution of this Agreement, that neither CONSULTANT nor any of CONSULTANT's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency or by the State of Texas. (The words 'covered contract,' 'debarred,' 'suspended,' 'participant,' 'persons,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549). By making this certification, CONSULTANT agrees to the following terms: (A) The above certification is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that CONSULTANT knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the federal government may pursue available remedies, including suspension and/or debarment. (B) CONSULTANT shall provide immediate written notice to the person to which this certification is submitted if at any time CONSULTANT learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (C) CONSULTANT shall 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 the applicable federal department or agency. (D) CONSULTANT, when submitting this certification, will include this contract clause, without modification, in all covered subcontracts and in solicitations for all covered subcontracts, in addition to obtaining from the subcontractor any separate applicable form certification (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts) that would be required for this Agreement. Any such form shall be maintained for a minimum of 5 years and

90 days following either the end of the federal fiscal year in which any work, products, services, licenses and/or deliverables were provided under this Agreement or the termination date of this Agreement. A contractor may rely upon certification of a subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from any covered subcontractor upon the initiation of each and upon each renewal. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for contractors authorized under requirement (C) of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the federal government may pursue available remedies, including suspension and/or debarment. CONSULTANT certifies that neither CONSULTANT, nor any person providing work, products, services, licenses and/or deliverables is excluded, debarred, or suspended from any federal program, including Medicaid and Medicare, pursuant to 48 CFR Part 9. CONSULTANT must provide written certification to DEPARTMENT annually, unless requested more frequently. CONSULTANT acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. In addition, if CONSULTANT becomes excluded, debarred, or suspended from any federal program, this Agreement may be terminated by DEPARTMENT without prior notice, and CONSULTANT is not entitled to receive payment for services from the date of such exclusion, debarment, or suspension. **CONSULTANT shall sign a separate applicable form certification (regarding debarment, suspension, ineligibility, and voluntary exclusion for certain covered contracts) if required by a funding entity.**

4. SCOPE OF SERVICES

- 4.1 Specific Work, products, services, licenses and/or deliverables. CONSULTANT shall furnish the work, products, services, licenses and/or deliverables as outlined in **Attachment A**, which is attached and incorporated in this Agreement.

5. REQUIREMENTS

- 5.1 Cooperation with Other Service Providers. COUNTY may engage the services of other service providers for work related to the work, products, services, licenses and/or deliverables in this Agreement. CONSULTANT shall reasonably cooperate with such other service providers, and will not commit or permit any act that may interfere with the performance of work by any other service provider.
- 5.2 Independent Contractor. COUNTY expects CONSULTANT to meet the high standards set forth in this Agreement and looks to CONSULTANT for results only. Unless otherwise required by law or regulation, COUNTY shall not direct the methods used to obtain those results and CONSULTANT shall perform the services as an independent contractor under the sole supervision, management, direction, and control of CONSULTANT. As an independent contractor, CONSULTANT will accept directions pertaining to the goals to be attained and the results to be achieved, as applicable pursuant to this Agreement, but CONSULTANT shall be solely responsible for the manner in which CONSULTANT will perform the services under this Agreement. Any methods that might be discussed in any training sessions given by DEPARTMENT are not mandatory unless specifically required in writing in this Agreement or by law. CONSULTANT is not obligated to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling the obligations under this Agreement, unless otherwise specifically set out in this Agreement. This Agreement is not intended to create a joint enterprise, joint venture, business partnership, agency, franchise, or employment relationship, under Texas law. The personnel and staff of CONSULTANT are independent contractors or employees of CONSULTANT and are not for any purposes considered employees or agents of COUNTY. CONSULTANT assumes full responsibility for the actions of any employees and agents while performing any services incident to this Agreement, and CONSULTANT shall remain solely responsible for the supervision, daily direction and

control, payment, if any, of salaries (including withholding of income and social security taxes), workers' compensation or disability benefits and like requirements and obligations.

- 5.3 Employment Eligibility. CONSULTANT represents that the personnel and staff of CONSULTANT performing any work pursuant to this Agreement are authorized to work in the United States, and CONSULTANT has properly completed and retained all required Employment Eligibility Verification forms (Form I-9).
- 5.4 Non-Assignability. Unless otherwise authorized in this Agreement, neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other parties, except that the express written permission of DEPARTMENT shall be considered the permission of COUNTY. Such written permission will not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed. However, CONSULTANT may assign this Agreement to any affiliate of CONSULTANT that controls, is controlled by, or is under common control with, CONSULTANT with notice to DEPARTMENT. This provision is not intended to restrict any assignment that is required by Section 9.406 of the Texas Business and Commerce Code.
- 5.5 Performance Monitoring and Document Inspection. Pursuant to the Texas Human Resources Code and/or other requirements, COUNTY or its designee is responsible for monitoring CONSULTANT and exercising reasonable care to enforce all terms and conditions of any applicable grant or the state or federal agency providing any funds for this Agreement. COUNTY is responsible for collecting and/or maintaining all appropriate information, records, papers, reports, and other documents regarding any aspect of the services. If permitted by law and any established ethical requirements applicable to specific professionals, CONSULTANT shall furnish such information upon written request by DEPARTMENT and CONSULTANT shall make all records, books, documents, and papers that directly pertain to and involve transactions relating to this Agreement (the Records) available for **inspection, audit, examination, and copying** (and all CONSULTANT's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement available for interviewing) by DEPARTMENT, the State of Texas and its agencies, the United States and its agencies, including the U.S. Department of Justice, Department of Education, Comptroller General, Department of Health and Human Services (HHS), SAMHSA, or their duly authorized representatives. CONSULTANT agrees to cooperate fully in the monitoring process. CONSULTANT must permit COUNTY or its designee to inspect the performance of CONSULTANT for the purpose of evaluating the services under this Agreement. COUNTY or its designee will conduct record evaluations, unscheduled site visitations, observations of programs or work in operation, interviews, and the administration of questionnaires to the staff and clients of CONSULTANT. In addition, CONSULTANT agrees to cooperate in any pre-monitoring activities requested by regulatory government agencies (such as the Texas Juvenile Justice Department, Texas Education Agency, Texas Department of Family and Protective Services), which may include, but are not limited to, completion of self-assessment checklists, questionnaires, or other documentation supplied by the government agency. If permitted by law and any established ethical requirements applicable to specific professionals, CONSULTANT agrees to submit, in a timely manner, photocopies of any files or records of any facility or program operated by or under the authority of COUNTY that may be requested by DEPARTMENT or other government agencies as a part of the monitoring process.
- 5.6 Applicable Laws. Each Party shall comply (and assure compliance by Each Party's agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with all applicable state, federal, and local laws, ordinances, regulations, rules, directives, standards, guidelines, and instructions relating to the work to be performed, including those that prohibit discrimination in Federally assisted programs or activities, such as the Civil Rights Acts, the Age Discrimination Act, the Religious Freedom Restoration Act, the Omnibus Crime Control and Safe Streets Acts, the Victims of Crime Act, the Americans with Disabilities Act, and the Rehabilitation Act. If laws or regulations change, and affect any provision of this Agreement, this Agreement shall be deemed amended to conform to those changes in the laws or regulations on the date such laws or regulations become effective. To permit effective enforcement of such laws,

CONSULTANT agrees to compile data, maintain records, and submit reports as required. This assurance is binding on CONSULTANT (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. CONSULTANT agrees that any government agency or entity may seek judicial enforcement of this assurance under this Agreement. The person whose signature appears on this Agreement is authorized to sign this assurance on the behalf of CONSULTANT.

- 5.7 Public Integrity. Public officers are prohibited from financially benefiting directly or indirectly in the performance of this Agreement. CONSULTANT shall not knowingly permit members or employees of DEPARTMENT or other public officials connected with (who exercise any function or responsibility in the review or approval of the undertaking or carrying out of) this Agreement to participate in any decision relating to this Agreement that affects their personal or pecuniary interest. CONSULTANT shall not induce, by any means, any person employed in the completion of work under this Agreement to give up any part of the compensation to which he or she is entitled. No member of or delegate to the Congress of the United States and no employee of the Department of Justice is entitled to any share or benefit from this Agreement. Further, CONSULTANT shall not at any time accept or receive any form of payment, fee, compensation, or benefit, including referral or finders fees, goods, or services offered by any third party, for a recommendation or referral of a DEPARTMENT client to a third party (such as a health care provider).
- 5.8 Federal Lobbying Certification. This certification applies only to this Agreement and is a material representation of fact upon which COUNTY relied when entering into this transaction. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 or 32, U.S. Code (entitled 'Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions'), which generally prohibits recipients of Federal grants and cooperative agreements from using Federal appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. CONSULTANT certifies, to the best of CONSULTANT's knowledge or belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, 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 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally 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 federally funded contract, subcontract, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL (Disclosure Form to Report Lobbying), in accordance with its instructions. CONSULTANT shall require that the language of this certification be included in the award documents for all covered sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients shall certify and disclose accordingly.
- 5.9 Environmental Tobacco Smoke Certification. If the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee, Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18. Public Law 103-227 also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each

violation and/or the imposition of an administrative compliance order on the responsible entity. CONSULTANT and the person executing this Agreement on behalf of CONSULTANT certify that CONSULTANT will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. CONSULTANT agrees that CONSULTANT shall require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

- 5.10 Audit of CONSULTANT and Sub-contractors by State Auditor. Pursuant to Section 2262.003 of the Texas Government Code (pertaining to receipt of state funds) and/or other requirements, CONSULTANT understands that acceptance of state funds under this Agreement acts as an acknowledgment and an acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. CONSULTANT shall cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing complete access to all records requested pertaining to this Agreement. CONSULTANT shall ensure that this clause (concerning the authority of the State Auditor to audit funds received indirectly by subcontractors through CONSULTANT and the requirement to fully cooperate) is included in any subcontract that CONSULTANT can award under this Agreement.
- 5.11 Professional Standards. Where specifically applicable standards are not explicitly set forth in this Agreement, as someone with expertise in the field, CONSULTANT must provide the work, products, services, licenses and/or deliverables in accordance with generally accepted standards applicable to CONSULTANT's profession or industry.
- 5.12 Toddler Court Coordinator. CONSULTANT will submit billing and reports to Attn: Toddler Court Coordinator, c/o District Courts Administrator, with a copy to Eric Cadow, Grant Analyst, Office of Budget Management - Grant Coordination Section, Fax. 713.437.4091.
- 5.13 RESOURCES. CONSULTANT may utilize COUNTY resources, as properly authorized, as a tool to achieve the above deliverables. These resources include: a) Shared office space, as available, with access to office supplies, computer, telephone and fax, within the limits authorized by the DEPARTMENT; and b.) Access to COUNTY staff and time, as authorized, for administrative and clerical activities, data entry, and case management. HOWEVER, COUNTY makes no promise of availability of any or all of these resources and CONSULTANT recognizes that lack of such availability does not in any way reduce or curtail duties of CONSULTANT as detailed in this Agreement.
- 5.14 Nondisclosure and Confidentiality of Information. To the extent permitted by law, CONSULTANT must keep confidential the contents of all discussions with local, state, and federal officials, as well as the contents of all local, state, and federal records and all other information obtained during performance under this Agreement. To fulfill CONSULTANT's obligations under this Agreement, CONSULTANT may be provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential. This confidential information may include information from one of the government entity funding sources, such as a Texas or federal agency. CONSULTANT and the person executing this Agreement on behalf of CONSULTANT acknowledge that (a) access to this information (whether electronic, written or oral, formal or informal) is provided solely to CONSULTANT for the purpose of discharging the duties in this Agreement, (b) premature or unauthorized disclosure of this information can irreparably harm the interests of COUNTY and may constitute a violation of state and/or federal law, and (c) the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law. Therefore, CONSULTANT must (1) not access any information without express written authorization of DEPARTMENT; (2) not copy, recreate, or use any information or document obtained in connection with this Agreement other than for the performance of this Agreement; (3) to the extent permitted by law, keep confidential the contents of all discussions with county, state, and federal officials, as well as the contents of all county, state, and federal records and all other information obtained during performance under this Agreement, unless authorized in writing by appropriate DEPARTMENT officials; (4) except to the extent required by law, necessary for the

performance of this Agreement, or necessary for Medicaid or other insurance billing, not release, disclose, reveal, communicate, impart or divulge any information or any summary or synopsis of the information in any manner or any form whatsoever (including any information relating to a client or the client's family who has been provided services pursuant to this Agreement) to outside parties without the express written consent of DEPARTMENT; (5) take all steps necessary to protect confidential information from disclosure to third parties and have a system in effect that must include a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules and regulations; (6) not reproduce, copy, or disseminate such confidential information except to those who need to know such information and are obligated to maintain its confidentiality, including CONSULTANT's partners, principals, representatives or employees as *necessary* to fulfill obligations under this Agreement; (7) notify DEPARTMENT immediately of all requests for confidential information; and (8) immediately report to DEPARTMENT all unauthorized disclosures or uses of confidential information.

- 5.15 **False Claims Act Reporting.** CONSULTANT must promptly refer to the DOJ OIG any credible evidence that a any person has either 1) submitted a false claim for grant funds as defined under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict-of-interest, bribery, gratuity, or similar misconduct involving grant funds.
- 5.16 **Federal Funding Accountability and Transparency Act Reporting.** CONSULTANT shall promptly submit all information to DEPARTMENT that COUNTY is required to submit to the funding entity, including CONSULTANT employee compensation information.
- 5.17 **Funding Entity Requirements.** CONSULTANT shall comply with all *applicable* funding entity and grant policies, procedures, requirements, terms and conditions (including those found in any Notice of Award and the underlying contract between the funding entity and COUNTY, which shall control over this Agreement), and guidelines, including those applicable to federal (available at <http://www.whitehouse.gov/OMB/circulars/>) and state funds, in the performance of this Agreement, including but not limited to:
- 5.17.1. Uniform Grant Management Standards (UGMS) adopted pursuant to the Uniform Grant and Contract Management Act of 1981, Chapter 783, Texas Government Code, and the applicable administrative code regulations, such as 40 T.A.C. §732.240 - 256;
 - 5.17.2. the standard financial management conditions and uniform assurances, pursuant to UGMS and Chapter 2105, Texas Government Code, which are applicable to all grants and grant agreements executed between state agencies, local governments and other affected entities;
 - 5.17.3. Office of Management and Budget (OMB) Circular A-87 (Cost Principles for State and Local Governments and Other Affected Entities); the Common Rule of OMB Circular A- 102 (State Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-133 (Audits of States, Local governments, and Non-Profit Organizations); OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); Office of Justice Programs (OJP) Financial Regulations;
 - 5.17.4. as applicable, Office of Justice Programs--Office for Civil Rights Limited English Proficiency guidelines and the Equal Employment Opportunity Program requirements (<http://www.ojp.usdoj.gov/about/ocr/assistance.htm>);
 - 5.17.5. as applicable, OMB Circulars A-122 (Cost Principles for Private Non-Profit organizations), A-21 (Cost Principles for Educational Institutions), and Executive Order 12372 governing the review and coordination of Federally Assisted Programs and Projects.

- 5.18 Accounting Records. As per the referenced funding-entity requirements, CONSULTANT is required to account separately for the receipt and expenditure of state and federal funds received from COUNTY. CONSULTANT (including CONSULTANT's subcontractors as applicable) shall maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records shall contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. CONSULTANT (including CONSULTANT's subcontractors as applicable) shall follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding the title to any equipment bought under this Agreement with federal funds allocated to CONSULTANT. Any equipment in excess of \$1,000 that is purchased by CONSULTANT with funds provided under this Agreement must be delivered by CONSULTANT to COUNTY at the end of the contract period. At DEPARTMENT's option, such equipment may be returned to CONSULTANT for continued use in providing the services described in this Agreement if CONSULTANT is awarded a subsequent contract.
- 5.19 Records Retention and Management. CONSULTANT shall maintain complete and accurate records necessary to fulfill the obligations in this Agreement, including a copy of this Agreement. CONSULTANT shall maintain and make available for inspection the Records for a minimum of 5 years and 90 days following either the end of the federal fiscal year in which any services were provided under this Agreement or the termination date of this Agreement (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings). COUNTY or designee may (but shall not be required to) assist CONSULTANT to establish a set of records that complies with the requirements of the grant or the government agency providing the funds for this Agreement and may periodically inspect such records to ensure that they are properly kept.
- 5.20 Notice of Funding Source. In accordance with any applicable funding-entity requirements, CONSULTANT will, if applicable, place prominent notices acknowledging such funding in any literature describing work, products, services, licenses and/or deliverables covered by this Agreement. If applicable, this notice must appear in any annual financial report, conference agenda, promotional materials, and web site describing the work, products, services, licenses and/or deliverables.

6. AMOUNT AND BASIS FOR PAYMENT, METHOD, AND LIMITATIONS

- 6.1. Funding. CONSULTANT understands that COUNTY may initially appropriate the total maximum sum of **\$28,000.00** to discharge any and all liabilities that COUNTY may incur arising out of this Agreement. HOWEVER, COUNTY shall never be liable to pay CONSULTANT any greater amount under this Agreement than is specifically appropriated, encumbered, and then certified as available for this Agreement by the County Auditor. COUNTY shall have no obligation to pay for and CONSULTANT shall have no obligation to provide any work, products, services, licenses and/or deliverables until sufficient funds are certified by the County Auditor. Any work, products, services, licenses and/or deliverables provided outside the term of this Agreement shall not be considered to be under this Agreement. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- 6.2. Grant Award. All parties understand that payment obligations created by this Agreement are conditioned upon the availability of third-party funds (e.g., federal funds awarded to the state or COUNTY) and appropriated for the payment of such obligations under the Grant. In the event these funds are discontinued or reduced during Agreement period, COUNTY shall not be liable for payment of any funds above the actual grant funds COUNTY receives. If the Parties are unable to renegotiate the Agreement upon mutually acceptable terms, CONSULTANT's sole and exclusive remedy shall be to terminate this Agreement. COUNTY obligation to make any payments under this Agreement is limited to the amount of the grant funding. **CONSULTANT shall provide the work, products, services, licenses and/or deliverables during the applicable grant period only.** COUNTY has been or expects to be awarded a Office of Juvenile Justice and Delinquency Prevention Harris County STAR Family Drug Court Grant (2010-DC-BX-0090). The current funding cycle of the current grant period is expected to begin 10/1/2010 and end on 9/30/2013. OJJDP funds are federal funds awarded by the U.S. Department of

Justice. This project is supported under FY10(OJJDP Drug Courts) 42 USC 3797u. These funds are awarded under Title I, Part EE, of the Omnibus Crime Control and Safe Streets Act of 1968, Public Law 90-351d, Title I, 82 Stat. 197, as amended by the 21st Century Department of Justice Appropriations Authorization Act, Public Law 107-273, Division B, Title II, Subtitle C, 116 Stat. 1758 (2002).

- 6.3. Specific Amount of and Basis for Payment. For and in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement and during the term of this Agreement, subject to the limitations in this Agreement, COUNTY shall pay CONSULTANT \$25,000 in two semiannual installments and up to \$3,000 for pre-approved eligible expenses, such as for grant related travel. **Payments to CONSULTANT shall only be due if paid, invoiced, or billed within 10 days after the end-date of this Agreement.**
- 6.4. No Reimbursement for Unauthorized Expenses. COUNTY will not pay CONSULTANT for any other expense not expressly stated in this Agreement. CONSULTANT shall NOT be entitled to any additional compensation for any service for which no specific rate is set forth in this Agreement. CONSULTANT agrees not to seek reimbursement for, nor is COUNTY obligated to pay for any expenses unless expressly stated in this Agreement, in which case CONSULTANT must submit detailed itemized receipts to DEPARTMENT. Such disallowed expenses include copying, postage, parking fees, long distance telephone calls, mileage, air fare, hotel accommodations, meals, or other costs or expenses. Any specifically allowable reimbursement shall be allowed only to the extent of and no more than what would be allowed by the currently applicable Harris County travel policy for employees. COUNTY shall have no obligation to pay for any work, services, products, deliverables or expenditures that have been provided or incurred without prior authorization.
- 6.5. Overpayments. Within thirty (30) days after request by DEPARTMENT, CONSULTANT must reimburse to COUNTY all funds paid by COUNTY to CONSULTANT that any funding entity or auditor determines have been improperly paid to, or expended by, CONSULTANT. COUNTY may withhold, suspend, or reduce any and all payments due to CONSULTANT until any overpayments are reimbursed.
- 6.6. Billing Audits. COUNTY and its designee shall have the right to examine and audit all of CONSULTANT's billings and all of CONSULTANT's backup and support data for those billings. Upon DEPARTMENT's request, CONSULTANT agrees to make such data and supporting documentation available to the County Auditor or designee in Harris County, Texas. All payments made by COUNTY are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.

7. TERM OF THE AGREEMENT

- 7.1 Time Period. The term of this Agreement shall start October 1, 2011 and end September 30, 2012. Any work, products, services, licenses and/or deliverables provided outside the term of this Agreement shall not be considered to be under this Agreement. This Agreement will also terminate when any funding entity (granting authority) terminates the underlying grant.
- 7.2 Mutual Renewal. The Parties may, by mutual written Agreement before the expiration of this Agreement, extend the term of this Agreement for two (2) additional year(s), renewable each year upon the same terms and conditions and pricing as are provided for in this Agreement for the original term. The renewal shall not become effective until COUNTY has funded any financial obligation for the renewal, as evidenced in writing, such as a certification of funds contained on a purchase order.

8. TERMINATION PROVISIONS

- 8.1 Termination for Non-Material Breaches. If either party refuses or fails to perform any of its obligations in this Agreement, the other party may, but is not required to, give written notice of the failure, regardless of whether the failure to perform would rise to the level of a *default* or *material* breach of the Agreement. If the party fails or refuses to cure the failure of any obligation in the notice within 10 days after notice is

given, the other party may terminate this Agreement immediately. DEPARTMENT is authorized to give notice for COUNTY. **SUSPENSION OF AGREEMENT:** DEPARTMENT may suspend this Agreement immediately by including a notice of suspension in the 30 day notice referenced above. DEPARTMENT is authorized to suspend on behalf of COUNTY. As soon as the notice of suspension is received (or if there was no notice of suspension, upon the termination's effective date), CONSULTANT shall discontinue all services and any subcontracts in connection with the performance of this Agreement. For a material breach of contract or default, the parties retain the right to terminate this Agreement immediately without prior notice or an opportunity to cure. This provision is *not* intended to waive or preclude any other remedies the parties may otherwise have in law, equity, or elsewhere in this Agreement, and the right to terminate for a non-material breach is in addition to and not in lieu of any other remedies.

- 8.2 **Termination Without Cause.** At any time prior to the expiration of this Agreement, any Party may terminate this Agreement without cause by giving 30 days written notice to the other parties, specifying the effective date of such termination. DEPARTMENT is authorized to give notice for COUNTY. Upon the termination's effective date, CONSULTANT shall discontinue all services and any subcontracts in connection with the performance of this Agreement.
- 8.3 **Termination Statement.** As soon as practicable after receiving notice of termination, CONSULTANT must submit a statement to DEPARTMENT that complies with the requirements in this Agreement. This statement must show in detail the *unbilled* services performed for COUNTY under this Agreement to the date of termination. If the payments were to be made in lump sums and services were rendered after the last lump sum payment, the statement shall reflect the prorated amount due.
- 8.4 **Return of Documents after Termination.** If permitted by law and any established ethical requirements applicable to specific professionals, CONSULTANT shall deliver to DEPARTMENT copies of all completed or partially completed data, information, and documents prepared under this Agreement on behalf of COUNTY. Within 2 business days after the effective date of termination, CONSULTANT shall return to DEPARTMENT all records, files, documents, notes and other items in CONSULTANT's possession, if any, relating to any assignments or work that CONSULTANT has undertaken or been given under this Agreement if permitted by law and any established ethical requirements applicable to specific professionals. **However, nothing in this section is intended to require CONSULTANT to surrender CONSULTANT's own records to DEPARTMENT after termination.**

9. IMMUNITY

- 9.1 **No Waiver of Governmental Immunity.** Neither Party waives any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.

10. MISCELLANEOUS

- 10.1 **Notices to CONSULTANT.** Any notice required or permitted to be given by COUNTY or DEPARTMENT to CONSULTANT may be given by hand delivery, facsimile, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Attn: Robert E. Sturdivant
Fort Bend County
301 JACKSON ST
RICHMOND TX 77469-3108

- 10.2 **Notices to COUNTY.** Any notice (or billing invoice--unless otherwise specified elsewhere in this Agreement) required or permitted to be given by CONSULTANT to COUNTY may be given by hand delivery, facsimile, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

District Courts Administrator
Administrative Office of the District Courts of Harris County
1201 FRANKLIN ST Floor 7
Houston TX 77002-2022
Fax: 713-755-8973

- 10.3 Receipt of Notice. Such notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 10.4 Change of Address. Either party may change its address for notice by giving the other party 10 days prior written Notice specifying the new address.
- 10.5 Information Certification. CONSULTANT and the person executing this Agreement on behalf of CONSULTANT certify that all information submitted pursuant to this Agreement is true, complete, accurate, and correct to the best of CONSULTANT's knowledge. CONSULTANT and the person executing this Agreement on behalf of CONSULTANT understand that deliberately misrepresenting or withholding information, or making any false, fictitious, or fraudulent statements or claims violates this Agreement and may result in prosecution under applicable statutes as well as criminal, civil, or administrative penalties.
- 10.6 Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, **this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature.** This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 10.7 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the party's governing body to execute this Agreement on behalf of the party.

Attachment A

Attachment A

CONSULTANT shall provide professional consulting services to COUNTY for the Family Intervention Court and Infant Toddler Court (FIC/ITC).

Dr. M. Connie Almeida shall be assigned to Harris County's Infant Toddler-Family Intervention Courts for no less than 20% of one FTE, or at least 416 hours annually.

While working with Harris County, the employee will follow Harris County procedures and policies.

Specific deliverables and goals for this Agreement are:

1. CONSULTANT shall provide consulting and technical assistance to COUNTY for the FIC/ITC Program.
2. To work with the ITC-FIC Judge, Coordinator, DFPS and other parties, as appropriate, to increase the referral rate of new clients to ITC.
3. To serve as Clinical Liaison for the ITC-FIC.
4. To ensure that Child Services are being monitored at Court Staffings, and that other elements of the program, such as concurrent planning, are being utilized.
5. To work with the Executive and Clinical & Training Committees to help design and achieve goals.
6. To work with the Evaluation Team to ensure that all appropriate measures are being included and that an appropriate research design is utilized.

Four quarterly progress reports will be submitted that will detail the activities, challenges, successes, and other outcomes achieved during the reporting period.

RESOURCES:

CONSULTANT may utilize COUNTY resources, as properly authorized, as a tool to achieve the above deliverables. These resources include:

- a. Shared office space, as available, with access to office supplies, computer, telephone and fax, within the limits authorized by the DEPARTMENT;
- b. Access to COUNTY staff and time, as authorized, for administrative and clerical activities, data entry, and case management;

COUNTY makes no promise of availability of any or all of these resources and CONSULTANT recognizes that lack of such availability does not in any way reduce or curtail duties of CONSULTANT as detailed in this Agreement.

LIMITATIONS:

CONSULTANT is a third-party contractor and not an employee of the COUNTY, which makes no promises or indications of, present or future employment status. Any authorities given to CONSULTANT through this agreement, including access cards and login credentials, are to be considered temporary, to be used only under the purposes expressly authorized through this Agreement, and returned to the COUNTY upon completion of the contract term. All activities conducted by CONSULTANT shall be in accordance and compliance with COUNTY procedures and regulations. COUNTY may not solicit nor direct CONTRACTOR to perform any duties not directly and specifically related to the CIP grant and the activities authorized therein, and CONSULTANT shall have no claim or recourse for quantum meruit restitution under this Agreement.

COUNTY and CONSULTANT also agree that activities within the broader purpose and scope of developing and implementing the ITC program may be conducted by either party or by additional contractor(s), as authorized by the DEPARTMENT.

Expense Reimbursement:

Additional expenses as required or pre-approved by the grantor are invoiceable separately under this agreement for up to a maximum amount stated in the Agreement and so that the maximum amount of the Agreement is not exceeded.

TIMELINE:

The deliverables and activities defined in this Agreement should be attained in approximate proportionality to the life of the grant and the issuance of invoices by CONSULTANT. Evidence of work achieved to date must be included as attached documentation to each invoice. If any of the deliverables or goals will not be met, CONSULTANT agrees to notify COUNTY in a timely fashion in order that COUNTY and CONSULTANT may identify potential solutions. Any changes to the outcomes and deliverables agreed to herein must be approved in writing as an amendment to this Agreement.

HARRIS COUNTY

FORT BEND COUNTY

By: _____
Ed Emmett (date)
County Judge

By: _____
Robert E. Hebert (date)
County Judge

APPROVED BY:

Clay Bowman (date)
District Courts Administrator
Administrative Office of the District Courts of Harris
County

This Agreement shall be of no force or effect until approved in writing by the
District Courts Administrator.

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney



By: _____
Clyde Leuchtag
Assistant County Attorney

AUDITOR'S CERTIFICATION

I certify that budgeted funds in the amount of \$28,000.00 will be available to pay Harris County's obligations under
this Agreement.

Barbara J. Schott, CPA (date)
Harris County Auditor

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with the following members present:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent: _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE INTERLOCAL CONTRACT BETWEEN HARRIS COUNTY AND FORT BEND COUNTY FOR FIC/ITC CONSULTING – OJJDP GRANT – WZL70025

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to execute the attached Agreement between Harris County and **Fort Bend County for FIC/ITC Consulting – OJJDP Grant – WZL70025**, and which work, products, services, licenses and/or deliverables are in aid of Office of Juvenile Justice and Delinquency Prevention Harris County STAR Family Drug Court Grant (2010-DC-BX-0090). The attached Agreement may be executed with an electronic or facsimile signature. The Administrative Office of the District Courts of Harris County is authorized to request the Harris County Purchasing Agent to expend up to **\$28,000.00** in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement.