



ATTORNEY GENERAL OF TEXAS  
GREG ABBOTT  
CHILD SUPPORT DIVISION

7-22-2014  
AGENDA ITEM 24

July 22, 2014

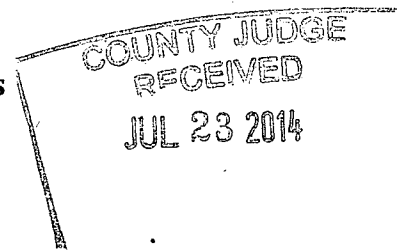
The Honorable Robert E. Hebert  
Fort Bend County Judge  
Attn: Donna Ospina  
401 Jackson Street  
Richmond, TX 77469

**RE: Contract between the Office of the Attorney General and Fort Bend County,  
Contract Numbers: 14-C0050**

Honorable Robert E. Hebert:

Attached are two signed originals of the contract referenced above. Please have both originals signed where indicated and return one original to my attention either through the US Postal Service at:

Office of the Attorney General  
Child Support Division, MC 062  
**Patricia A. Perez, Government Contracts**  
PO Box 12017  
Austin, TX 78711-2017



FedEX or UPS at:

Office of the Attorney General  
Child Support Division, MC 062  
**Patricia A. Perez, Government Contracts**  
5500 E. Oltorf  
Austin, TX 78741

Any questions should be directed to Debbie Symmes at (512) 460-6768 or  
[Debbie.symmes@texasattorneygeneral.gov](mailto:Debbie.symmes@texasattorneygeneral.gov).

Sincerely,

Patricia A. Perez  
Administrative Assistant  
Government Contracts  
Office of the Attorney General / Child Support Division  
[patricia.perez2@texasattorneygeneral.gov](mailto:patricia.perez2@texasattorneygeneral.gov)  
(512) 460-6379

Approved As To Legal Form:

7-23-14  
Asst. County Atty. Date

## COUNTY OF FORT BEND

**DATA ACCESS AGREEMENT****1. INTRODUCTION**

Fort Bend County (the "County") and the Office of the Attorney General ("OAG") have entered into this Agreement ("Agreement") for the purpose of County providing the OAG access and use of data obtained, stored and maintained by the County in support of the OAG's duties as a Title IV-D agency. This Agreement is entered into by the OAG pursuant to the authority granted by §231.002 of the Texas Family Code.

**2. OBLIGATIONS OF THE PARTIES****2.1. COUNTY OBLIGATIONS**

County shall provide access to Fort Bend County District Clerk databases and document imaging systems related to OAG's duties as a Title IV-D agency (the "County Systems"), to the OAG Child Support Division personnel designated to inquire on the County Systems. The OAG shall not be provided access to sealed/confidential cases or secured images.

**2.2. OAG OBLIGATIONS**

- 2.2.1. The OAG, through its supervisors, will determine which personnel of the OAG shall have access to the County Systems.
- 2.2.2. The OAG will prohibit OAG personnel from accessing any system or subsystem or storage medium for which they are not authorized.
- 2.2.3. OAG staff granted access to the County Systems through any user ID/password assigned by the County shall ensure that such user ID/password is kept secure and not provided to any other person in accordance with the OAG's policy regarding system access and safeguarding of passwords.
- 2.2.4. OAG personnel will adhere to the OAG Information Security Policy and OAG-CSD Information Security Standards, a copy of which will be provided upon request.
- 2.2.5. The OAG agrees to comply with all OAG policies and applicable laws regarding the confidentiality of information it receives from the County. The OAG shall not provide, under this Agreement, any sensitive or confidential information to County.

### **3. TERM OF THIS AGREEMENT**

- 3.1. This Agreement is effective at the time of signature and shall terminate on August 31, 2015, unless terminated earlier pursuant to the provisions of this Agreement.

### **4. AMENDMENT**

This Agreement shall not be amended or modified except by written agreement executed by duly authorized representatives of the OAG and the County.

### **5. TERMINATION OF THE AGREEMENT**

#### **5.1. Termination**

Either party shall have the right in each party's sole discretion and at its sole option to terminate this agreement by giving the other party thirty (30) calendar days' written notice of its intention to terminate. Exercise by either party of its right to terminate the agreement does not relieve any party of its obligations under this agreement prior to the termination.

#### **5.2. Change In Federal or State Requirements**

If Federal or State laws or regulations or other Federal or State requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this agreement and if the parties cannot agree to an amendment that would enable substantial continuation of the agreement, the parties shall be discharged from any further obligations under this agreement.

### **6. TERMS AND CONDITIONS**

#### **6.1. REPORTING FRAUD, WASTE OR ABUSE**

- 6.1.1. County must report any suspected incident of fraud, waste, or abuse associated with the performance of this Agreement to any one of the following listed entities:

- the Deputy Director for Contract Operations, Child Support Division;
- the Director, Child Support Division;
- the Deputy Director, Child Support Division;
- the Office of the Attorney General (OAG) Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@oag.state.tx.us);
- the State Auditor's Office hotline for fraud (1-800-892-8348).

6.1.2. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

6.1.3. The words fraud, waste or abuse, as used in this Section, have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

## 6.2. DISPUTE RESOLUTION PROCESS FOR CLAIMS OF BREACH OF CONTRACT

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and County to attempt to resolve any claim for breach of contract made by County:

6.2.1. A claim for breach of contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by Subchapter B, to the Deputy for Child Support, Office of the Attorney General, P.O. Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

6.2.2. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the parties are unable to resolve their disputes under the negotiation process.

6.2.3. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Agreement by the OAG nor any other conduct of any representative of the OAG relating to the Agreement shall be considered a waiver of sovereign immunity to suit.

6.2.4. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

6.2.5. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

### 6.3. COMPLIANCE WITH LAW AND CONFORMING AMENDMENTS

The parties agree to comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to the parties performing their obligations hereunder as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement.

### 6.4. NEWS RELEASES

News releases or advertisements, publications, declarations and any other pronouncements pertaining to this transaction by the County using any means or media must be approved in writing by the OAG prior to public dissemination.

### 6.5. FORCE MAJEURE

Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, an act of war, or other similar occurrence, the cause of which is not reasonably within the control of either party, and which by due diligence either is unable to prevent or overcome.

### 6.6. APPLICABLE LAW AND VENUE

County agrees that this Agreement in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Agreement is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Agreement shall be brought in a court of competent jurisdiction in Fort Bend County. County further agrees that all payments shall be due and payable in Travis County, Texas.

### 6.7. NON-WAIVER OF RIGHTS

Failure of a party to require performance by another party under this Agreement will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Agreement be invalid or unenforceable, the remainder of the provisions will remain in effect.

6.8. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained herein.

6.9. ORIGINALS AND COUNTERPARTS

This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

FORT BEND COUNTY



Robert E. Hebert  
County Judge

7-31-2014

DATE SIGNED

*Approved by Commissioners Court  
on 7-22-2014*

OFFICE OF THE ATTORNEY GENERAL  
OF TEXAS



Charles Smith  
Deputy for Child Support (IV-D Director)

7-17-2014

DATE SIGNED