



TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

September 15, 2014

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

Re: FY 2015 Contract Renewal 530-08-0194-00001

Dear Mr. Sturdivant

Enclosed is a fully executed copy of the Interlocal Agreement for Funding of DFPS Staff for Fort Bend County. This contract is for the period of October 1, 2014 through September 30, 2015.

If you have any questions, please call me at 713-394-4100.

Thank you.

Lindy Levit
Regional Operations Support Administrator

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
Sturdrob@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 \$54,177.00 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, 2015
- B) Second Federal Quarter of January, February, March will be billed by May 31, 2015
- C) Third Federal Quarter of April, May, June will be billed by August 31, 2015

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D) Fourth Federal Quarter of July, August, September will be billed by November 30, 2015.

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, 2014 through September 30, 2015.
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**



Signature

Printed Name: Scott Dixon

Title: Regional Director

Date: 9-1-14

Contractor Fort Bend County



Signature

Printed Name: The Honorable Robert

Hebert

Title: County Judge

Date: 8-26-14