

9.C.

ARF-17370

REGULAR SESSION AGENDA

Auditor

AGENDA ITEM

Meeting Date: 04/07/2015

Back-up revised

By Co. Atty

Interlocal Cooperation Contract

Before court on

Submitted By: Kay Steinkamp, Auditor

4-7-15

Department: Auditor

Type of Item: Consent

Renewal Yes

Reviewed No

Agreement/

by County

Appointment:

Attorney's

Office:

Multiple N

Originals

Y/N?:

Information

SUMMARY OF ITEM

Approve FY15 Form 2282 Interlocal Cooperation Claims Processing Contract with the Department of Family & Protective Services (DFPS).

SPECIAL HANDLING

Attachments

Interlocal Cooperation Contract

Interlocal Cooperation Contract

Service Type: Claims Processing

Contract No. 24185932

This Interlocal Cooperation Contract ("Contract") is entered into between the parties listed below, pursuant to the authority granted in compliance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

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1. CONTRACTING PARTIES.

1.1. Texas Department of Family and Protective Services (DFPS or the Department)

1.1.1. Contact Person: Jacquelyn Brantley, Contract Manager

Mail Code 177-9
5425 POLK STREET
HOUSTON, TEXAS 77023
(713) 767-2768

1.1.2. Fort Bend County (Contractor)

1.1.3. Contact Person: Honorable Robert Hebert

PO BOX 399
RICHMOND, TX 77406
(281) 341-3769

2. STATEMENT OF SERVICES TO BE PERFORMED.

Claims Processing timely writes and processes disbursements usually by writing a check On behalf of DFPS for Concrete, Preparation for Adult Living (PAL) and Court Related Services that benefit eligible DFPS clients.

3. BASES FOR CALCULATING REIMBURSABLE COSTS.

DFPS will pay the Contractor up to Four Thousand Three Hundred sixty dollars \$4360.00 per fiscal year 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 over payment made by the Department.

4. CONTRACT AMOUNT. The total amount of this contract shall not exceed: Four Thousand Three Hundred sixty dollars \$4360.00

5. PAYMENT FOR SERVICES.

5.1. Services shall be paid upon the receipt of properly completed invoices from Contractor. In accordance with Texas Government Code Chapter 791, DFPS will reimburse Contractor 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 DFPS to Contractor.

5.2. Contractors must seek payment or adjustment to payments in accordance with the time limit specified in 45 CFR 95.1 (Code of Federal Regulations). This subpart establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF). Any bill or amended bill, which is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed in a proper and timely fashion.

6. DFPS CONFIDENTIAL INFORMATION AND RECORD RETENTION. Unless otherwise required by law, Contractor will not release DFPS confidential information to any party in any

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manner without the prior written consent of DFPS, including, but not limited to, records received or created by the Contractor that are identifiable to children or clients referred by the Department. 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.

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- 6.1. 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.
- 6.2. Contractor will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Contractor has a duty to protect sensitive personal information of clients and to notify all affected parties of any breach of sensitive personal information.
- 6.3. This section 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.
- 6.4. **THE CONTRACTOR MUST NOT DISPOSE OF RECORDS PERTAINING TO CHILDREN IN DFPS CONSERVATORSHIP BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.**
7. **MODIFICATION.** The parties to this Contract may modify this contract only through the execution of a written amendment signed by both parties.
8. **TERM OF CONTRACT.** This Contract will begin on March 01, 2015 and end on August 31, 2019.
9. **TERMINATION.** Either party to this Contract may terminate by providing 30 days advance written notice to the other party.
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. **INCORPORATION BY REFERENCE.** The following documents are incorporated into the contract for all purposes and are on file with the parties:
 - 11.1. Form 2031, Signature Authority Designation
 - 11.2. Form 2030, Budget for Purchase of Service with Narrative
 - 11.3. Statement of Work (SOW)
 - 11.4. Other Forms as needed
12. **FFATA Reporting.** Contractor must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 13 if Contractor is a Subrecipient. No direct payment will be made to Contractor for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 13 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically

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incorporated into this Contract and shall become part of Contractor's obligations under this Contract. DFPS may provide written notice to Contractor of any such change in accordance with this Contract, but such notice will not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements.

13. Subrecipient Reporting. If Contractor is a Subrecipient, Contractor will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

13.1. Sub-award Information. A Subrecipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of \$25,000 or more, (and any modifications to these contracts that change previously reported data):

13.1.1. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.

13.1.2. Name of the Contractor.

13.1.3. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

13.1.4. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

13.2. Subrecipient Officers' Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the Contractor will report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year if—

13.2.1. In the Contractor's preceding fiscal year, the Contractor received—

13.2.1.1. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

13.2.1.2. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

13.2.1.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

14. CERTIFICATIONS. The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agree that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:

14.1. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:

14.1.1. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, 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

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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.

14.1.2. 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 will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

14.1.3. Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

14.1.4. Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

14.2. Suspension, Ineligibility, and Voluntary Exclusion. Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires DFPS to screen each covered Contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:

14.2.1. That Contractor and Contractor's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

14.2.2. That Contractor will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

14.2.3. That Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

14.3. Drug-Free Workplace Certification. Each party certifies that it will or will continue to provide a drug-free workplace by:

14.3.1. 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;

14.3.2. Establishing an ongoing drug-free awareness program to inform employees about—

14.3.2.1. The dangers of drug abuse in the workplace;

14.3.2.2. The grantee's policy of maintaining a drug-free workplace;

14.3.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and

14.3.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

14.3.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;

14.3.4. Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—

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- 14.3.4.1. Abide by the terms of the statement; and
- 14.3.4.2. 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;
- 14.3.5. Notifying the agency in writing, within ten calendar days after receiving notice from an employee or otherwise receiving actual notice of such 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 will include the identification number(s) of each affected grant;
- 14.3.6. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted—
 - 14.3.6.1. 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
 - 14.3.6.2. 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;
 - 14.3.6.3. Making a good faith effort to continue to maintain a drug-free workplace.
- 14.4 U.S. Department of Homeland Security's E-Verify System. Contractor certifies its use of the U.S. Department of Homeland Security's E-Verify system to validate the eligibility of all staff, subcontractors, or subcontractor's staff to perform work under this Contract within the United States of America. Upon request, Contractor must provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for each individual hired to perform work on the Contract. If this certification is falsely made, DFPS reserves the right to take any remedial actions deemed reasonable and necessary by the Department to ensure compliance with the terms and conditions of this Contract, up to and including termination of the Contract at no fault to the state.
- 14.5 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 bidder.

~~Texas Department of Family
and Protective Services~~

Contractor: Fort Bend County

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Authorized Signature
Printed Name: Honorable Robert Hebert
Title: County Judge

April 7, 2015

Interlocal Cooperation Contract

Date _____

Date _____

Texas Department of Family and Protective Services

Authorized Signature Printed Name: Lisa Black CPS Assistant Commissioner
Date 5/14/15

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