

## 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** (County), enter into this Agreement (Contract) for the purpose of funding additional Department staff to benefit the children of Texas. The Department and the County 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: Michael Cutaia  
1110 Ave G  
Rosenberg, Texas 77471  
[Michael.Cutaia@DFPS.State.Tx.Us](mailto:Michael.Cutaia@DFPS.State.Tx.Us)  
832/595-3009

Fort Bend County

Contact Person: Mr. Ed Sturdivant  
301 Jackson Street, Suite 533  
Richmond, Texas 77469  
[Sturdob@Co.Fort-Bend.Tx.Us](mailto: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. See Attachment II for job description.
- 3. Payment for Services.** In accordance with Chapter 791 of the Texas Government Code, County will reimburse DFPS for services satisfactorily performed from appropriation items or accounts of the County from which like expenditures would normally be paid, based upon vouchers drawn by the County to DFPS. To reimburse the Department for the costs and expenses incurred for the DFPS persons filling the positions specified in Attachment I, the County agrees to provide the Department an amount up to **\$59,949.00** in local funds or in state funds not from the Department. County shall submit its payments of the Contract Amount in two 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 County as follows:
- A) First Federal Quarter of October, November, December will be billed by February 28, 2018.
  - B) Second Federal Quarter of January, February, March will be billed by May 31, 2018.
  - C) Third Federal Quarter of April, May, June will be billed by August 31, 2018.
  - D) Fourth Federal Quarter of July, August, September will be billed by November 30, 2018.

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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 II, incorporated herein by reference, 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 County.
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.** County will not release Department's IMPACT case records or any external documentation maintained by DFPS to any party in any manner without the prior written consent of DFPS. In the event that disclosure of this information is required pursuant to court order, County will notify DFPS of its intent to release confidential documents by contacting the DFPS Managing Attorney. County agrees that any confidential information stored, collected, or maintained electronically or otherwise will only be used in the implementation of this contract. County desires to release information to any person or entity regarding the work performed under this agreement, County must have prior written permission from DFPS to release such information.
9. County 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.
10. 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.
11. **Term of this Contract.** The term of the Agreement is from October 1, 2017 through September 30, 2018.
12. **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 I of the Contract.
13. **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

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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.

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

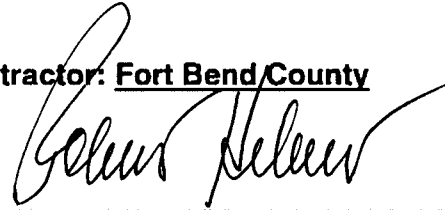
Printed Name: Kristene Blackstone

Title: CPS Asst. Commissioner Director V

9.17.17

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

**Contractor: Fort Bend County**



Signature

Printed Name: The Honorable Robert  
Hebert

Title: County Judge

10-3-2017

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

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### General Requirements

The boilerplate contains the standardized legal clauses when contracting with DFPS. This includes contracting terms and conditions, federal and state laws, and DFPS rules and governing law. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. It is essential that the contract manager read and understand the requirements of the contract.

#### 1. Contracting Parties

Fill in Contractor's Legal Name and the contact information for DFPS and the Contractor.

#### 2. Statement of Services To Be Performed

The services section of the boilerplate will be specific to the services requested by the program. In order to include the Program Specific Terms and Conditions section into the Contract, the contract manager will incorporate Attachment I. Enter the name of the Contractor.

#### 3. Payment for Services

Enter the contract amount for the contracting period and the reimbursable quarterly payment dates.

#### 4. Percentage Used in Payment Calculation

The boilerplate will be specific to the payment method as identified in Attachment I, Estimated Cost Funding.

#### 5. DFPS Responsibility for Additional Funds

DFPS must provide any additional funds required for the positions.

#### 6. Modification

Changes, amendments, clarifications, renewals and extensions to this contract shall be in writing.

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### 7. Termination

Either party reserves the right to terminate, in whole or in part without recourse or penalty, giving 30 days written notice of intent to terminate the contract.

### 8. DFPS Confidential Information

Confidential information and material may not be discussed, communicated, copied, extracted or used in any manner other than in fulfillment of the contract.

### 9. Term of this Contract

Fill in the effective date of the executed contracting period, the date the contract term begins, as well as the end date for the current period. For contract renewal, ensure the contract will not extend the total contract term beyond 48 months. The start and end dates must correspond with the federal fiscal year, October through September.

### 10. Dispute Resolution

The dispute resolution process shall be used by DFPS and the Contractor to attempt to resolve any claim for breach of contract.

### 11. Certification

DFPS and Contractor must certify that the goods and services being invoiced have been received and accepted.

### Signatures

The section must be completed prior to contract execution. The appropriate DFPS signature must be obtained as identified in the Signature Authority and Delegation policy. The persons signing and executing this Contract on behalf of the Department and the Contractor guarantee they have been fully authorized to execute the Contract on behalf of the Department or the Contractor. The parties have executed this Contract on the dates set forth below their signatures.

**Note:** Forms must be uploaded, separately, in HCATS documentation, using a standard naming convention: FFY Contractor Name Form Name Form #

For example:       FFY11 Dallas County Interlocal Agreement 9200STAFF  
                          FFY11 Hamilton County Routing Document 2044ADMIN

Attachment I  
Job Description  
Legal Liaison

The position facilitates and expedites Child Protective Services conservatorship cases to permanency through the legal system within the parameters of the Texas Family Code and the Texas Department of Family and Protective Services policy guidelines in Fort Bend County. The position develops and maintains positive and constructive working relationships between Child Protective Services and the District Courts, County Attorney's Office, Sheriff's Department, other law enforcement agencies, and Court Appointed Special Advocates organization. The position educates, enables and empowers Child Protective Services caseworkers to represent Texas Department of Family and Protective Services and to protect children within the legal system. The position interacts routinely with Child Protective Services staff, Advocacy Center staff, District Judges, County Attorney staff, Court Administrators, attorneys, Court Appointed Special Advocates staff, law enforcement, constables, witnesses, other social, medical, and psychological agencies, facilities and practitioners in Fort Bend County.

## 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 --

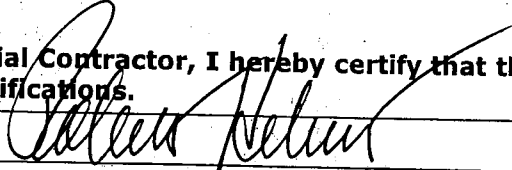
a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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>	10-3-2017 <b>Date</b>
Fort Bend County <b>Legal Name of Potential Contractor</b>	530-08-0194-00001 <b>Procurement or Contract Number</b>



**DFPS Contract Routing Form (Under \$1 Million and All Open Enrollments)**

**SECTION 1: Contract information**

Contract Number: 530-08-0194-00001		Contractor Name: Ft Bend County	
Client Services or Administrative: Administrative DFPS Contracting Program/ Division: CPS If "Other," Describe:		Contract Service: Administrative	
Type of submitted documentation:	<input type="checkbox"/> New Contract	Begin Date: 10/01/2017	End Date: <u>09/30/2018</u>
	<input type="checkbox"/> MOU (non-financial)	or	or
	<input checked="" type="checkbox"/> Amendment*		
	<input type="checkbox"/> Renewal*	<input type="checkbox"/> Effective upon execution	Expires ___ months after execution
	<input type="checkbox"/> Extension*		
*Begin date of the initial contract: _____			
Dollar amount for this request:		<u>59,949.00</u>	
For an amendment, renewal, or extension, enter the amount of the initial contract plus all prior amendments, renewals, and extensions. * Do not include the amount for this request.		<u>0.00</u>	
Grand Total (The amounts above totaled):		<u>59,949.00</u>	
If Grand Total equals \$1 million or above AND the initial contract was not signed by Executive Commissioner, an explanation must be provided:			
<b>SECTION 2: Description</b>			
Brief description of the contract, renewal or amendment: For the purpose of funding additional Department staff to benefit the children of Texas			

**DFPS Contract Routing Form (Under \$1 Million and All Open Enrollments)**

**SECTION 3: Review of Final Contract**

*Reviewer Responsibilities:* Each reviewer will sign to indicate the transaction has been reviewed and approved. The reviewers should discuss and resolve their questions, concerns, and issues with the contract manager. Signature represents a completed review, no further action is being requested, and certifies the transaction is in compliance with all applicable statutes, DFPS policies, and procedures.

	Review Completed By	Date
Contract Manager/ Single Point of Contact for MOUs	Michael Cutaia <i>Michael Cutaia</i>	8-15-17
Contract Program Director/Division Director or Designee	Leshia Fisher <i>Leshia Fisher</i>	8-15-17

**SECTION 4: Reviews and Signature**

Reviewers	Review Completed By	Date
Legal	<input type="checkbox"/> Contract staff has attached confirmation of final legal review.	
Budget *Budget review is not applicable for Residential Contracts, MOUs and PENS		

**SECTION 5: Routing for Signature**

	Review Completed By	Date
State Office Contract Director or Program Designee for MOUs		
*Commissioner, *Deputy Commissioner, *Assistant Deputy Commissioner, Associate Commissioner or Chief Financial Officer	<i>Write to the 16</i>	9.17.17

\*If the Commissioner, Deputy Commissioner, or Assistant Deputy Commissioner signs the contract, then the Executive Staff responsible for the respective program area must review applicable contract documents.

See the matrix for Delegated Signature Authority for Contracts Less than \$1 Million.