

AUG 29 2018



# Texas Department of Family and Protective Services

Commissioner  
H. L. Whitman, Jr.

August 03, 2018

## TO: COUNTIES PARTICIPATING IN SHARED STAFF REIMBURSEMENT CONTRACTS

Thank you for your interest and financial support of Child Protective Services direct delivery staff that augment state-funded staff in your local areas. The additional staff financed through this collaboration provides critical resources for child welfare activities in the state of Texas.

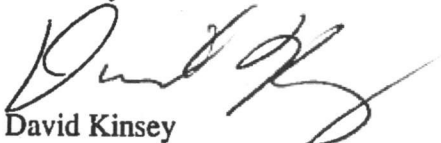
The FY 2019 contracted participation rate will remain the same as the FY 2018 participation rate at 71.531% for your baseline staffing level. As a reminder, your baseline staffing level is the number of staff you contracted for in FY 2007. The full participation rate will be 90.311% which will be used for contracted staff above the baseline staffing level.

The following summary is provided for your reference when developing or implementing your FY 2019 contract budget:

<u>Participation Rate</u>	<u>Staffing Level</u>
71.531%	Baseline (FY 2007 contracted staffing level)
90.311%	Above Baseline

Again, thank you for your continued partnership.

Sincerely,

  
 David Kinsey  
 Chief Financial Officer



**TEXAS**  
Health and Human  
Services

**Texas Department of Family and Protective Services**

**H.L. Whitman, Jr.**  
Commissioner

August 6, 2018

Mr. Ed Sturdivant  
County Auditor  
Fort Bend County  
301 Jackson Street, Suite 701 Richmond, Texas 77469

County Judge  
Received

AUG 06 2018

Re: FY 2019 Fort Bend County Contract Renewal 530-08-0914-00001

Dear Mr. Sturdivant,

Enclosed you will find the Interlocal Agreement for Funding of DFPS Staff for fort bend County. Also enclosed you will find the FY 2019 Budget, Form 2031 Signature Authority Designation and Form 4733Gov Certification regarding Lobbying, Drug-Free Workplace; and Anti-Trust.

I would appreciate your assistance in obtaining the necessary signatures on these documents. Of course these will also need to go to county court for the Judge's approval and final execution.

Thank you for your help. If you have any questions, please call me at 832/595-3009.

Sincerely,

A handwritten signature in cursive script that reads "Michael Cutaia".

Michael Cutaia  
Regional Operations Support Administrator  
1110 Ave G  
Rosenberg, Texas 77471  
832/595-3009

## 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  
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  
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 **\$68,313.00** 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, 2019.
  - B) Second Federal Quarter of January, February, March will be billed by May 31, 2019.
  - C) Third Federal Quarter of April, May, June will be billed by August 31, 2019.
  - D) Fourth Federal Quarter of July, August, September will be billed by November 30, 2019.

## Interlocal Agreement for Funding of DFPS Staff

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, 2018 through September 30, 2019.
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

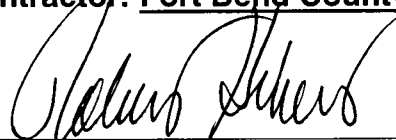
### Interlocal Agreement for Funding of DFPS Staff

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**

**Contractor: Fort Bend County**



Signature

Signature

Printed Name: Kristene Blackstone

Printed Name: The Honorable Robert

Title: CPS Asst. Commissioner Director V

Hebert

Title: County Judge

7.30.18

9-4-2018

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

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

## Interlocal Agreement for Funding of DFPS Staff

### 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: DFPS as a Performing party (see attachment form 9210)

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. **DFPS as a Performing party (see attachment form 9210)**

#### 6. Modification

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

## Interlocal Agreement for Funding of DFPS Staff

### 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

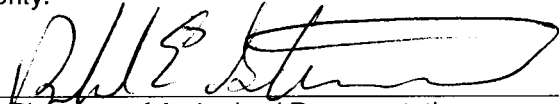
**All Contractors/Potential Contractors are required to fill out and submit this form.**

Completion of this form designates signature authority for Contractor: Ft. Bend County

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

Ed Sturdivant  
Printed Name

  
Signature of Authorized Representative

Ft. Bend County  
Title of Authorized Representative

8/7/2018  
Date

Ft. Bend County  
Legal Name of Contractor/Potential Contractor

530-08-0194-00001  
Contract or Procurement Number

**The Designated Signature Authority as referenced above** has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature
Printed Name	Title	Function	Signature

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

Printed or Typed Name & Title of Contract Signatory

Signature

Attachment

Estimated Cost Funding: Local Contribution/County Reimbursed Staff (PAC 140) (Baseline Staff)

FY 2019

Program Area: CPS - Region 6, Fort Bend

Baseline 71.531%

	FTEs	Cost/FTE	Dollars	County
<b>Salary</b>				
Position 00030196				
Staff Salary	1	\$58,760	\$58,760	\$42,032
Longevity	1	\$480	\$480	\$343
Benefit Replacement	1		\$0	\$0
<b>Total Salaries</b>			\$59,240	\$42,375
<b>Fringe (3!</b>	35.12%		\$20,805	\$14,882
<b>Travel</b>	1	\$3,998	\$3,998	\$2,860
<b>Overhead</b>	1	\$1,509	\$1,509	\$1,079
<b>Cost Pool</b>	1	\$6,847	\$6,847	\$4,898
<b>Furniture</b>	0	\$0	\$0	\$0
<b>Central Fund</b>	1	\$190	\$190	\$136
<b>Computer Set-Up</b>				
Desktop - Ongoing	0	\$1,384	\$0	\$0
Notebook- Ongoing	1	\$1,455	\$1,455	\$1,041
Tablet PC*- Ongoing	0	\$1,798	\$0	\$0
<b>Total Computer Set-Up</b>			\$1,455	\$1,041
(insert count of staff for each category)				
*Eligible staff for tablet PCs include: CPS investigation workers, FBSS workers, CVS workers				
<b>IT Set-Up (Telecom and Other)</b>				
Ongoing	1	\$599	\$599	\$428
<b>Other (Specify):</b>				
Cell Phone Agency Issued	1	\$858	\$858	\$614
Investigator Stipend	0		\$0	\$0
	0		\$0	\$0
	0		\$0	\$0
			\$858	\$614
<b>Total</b>			\$95,501	\$68,313

<b>MOF</b>	
<b>Total</b>	<b>\$95,501</b>
<b>County Pay (71.531%)</b>	<b>\$68,313</b>
<b>Federal Match (PRS - 28.469%)</b>	<b>\$27,188</b>
<b>Total</b>	<b>\$95,501</b>

71.531% Participation Rate

### Contract Number Request Form

To request a contract number for contracts or MOUs/MOAs procured without the assistance of the HHSC Enterprise Contract and Procurement Services (ECPS), complete the following and submit directly to Contract Oversight and Support (COS) via the DFPS [HCATS e-mail box](#).

Classification Type: (Select One)	Interlocal
Goods/Services:	Services
Classification: (Select One)	Administrative
LBB Contract Category:	Other
LBB Contract Type:	Other
Contract Begin Date (MM/DD/YY):	10/01/2018
Contract End Date (MM/DD/YY):	09/30/2019
Maximum Contract Amount/Total: (If applicable)	\$
Current FY Budget: (If applicable)	\$ 68,313.00
Insurance Required?	Select One
Bonds Required?	Select One
Division: (e.g., Finance, CCL, PCS)	Select One
Department: (e.g., Federal Funds, APS, CPS)	
Does Vendor Access Confidential Information?	Select One
Is DUA In Place?	Select One If No, Explain:
DUA Execution Date: (may be the same as Contract Begin Date)	
DUA Version:	Select One
DUA Information Owner Division:	Select One
Information Security & Privacy Inquiry Complete?	Select One
Performing Agency:	DFPS is the performing agency
Is EIR (Electronic Information Resources)?	Select One
Financial Method:	Select One
Primary Payment Type:	Select One
Contract Subject: (e.g., primary service)	Funding of DFPS Staff
Purpose: (optional)	
Comment: (optional)	
DFPS Contract Manager Name:	Michael Cutaia
DFPS Lead Contact:	Leshia Fisher
Service Counties:	<input type="checkbox"/> Statewide <input checked="" type="checkbox"/> List of Counties to be served: List Counties Here
	Ft Bend County

Legal Contractor Primary Contact Information	
Legal Name of Contractor: Ft Bend County	
Legal Contractor VID (TIN+ mail code): 17460019692000	Phone #: 281/344-3971
Contact Name (Last, First): Sturdivant, Ed	Fax # (optional):
Title: County Auditor	E-mail: Sturob@Co.Fort-Bend.Tx.Us

## Contract Number Request Form Instructions

<p><b>PURPOSE</b></p> <p>Form 9210 Contract Number Request is completed by DFPS staff and submitted to COS for contracts or MOUs/MOAs procured without the assistance of HHSC Enterprise Contract and Procurement Services (ECPS). COS will generate a contract number and establish a contract file in HCATS using the information submitted on the form. DFPS staff must submit Form 9210 and contract documents to COS via the DFPS HCATS e-mail box within 30 calendar days of execution. The data in HCATS is the centrally located contract record. It is important to review and submit accurate information to COS.</p> <p>COS uploads the executed documents in HCATS. Please follow program-specific document naming convention on all contracts and MOUs/MOAs submitted to COS. This can be accomplished by naming the documents sent to COS in the appropriate way or by noting the appropriate name in the e-mail submitted to DFPS HCATS. Further guidance is available at: <a href="http://intranet/Contract/Handbook/Chapter_6/6-09-records_management.asp">http://intranet/Contract/Handbook/Chapter_6/6-09-records_management.asp</a></p>
<p><b>Line Item details:</b> The following is a list with explanations of the individual Form 9210 fields to be completed.</p>
<p><b>Classification Type</b> - This is a drop-down selection: MOA/MOU, Interagency, or Interlocal. <a href="http://intranet/Contract/Handbook/Chapter_11/default.asp">http://intranet/Contract/Handbook/Chapter_11/default.asp</a></p>
<p><b>Goods/Services</b> - This is a drop-down selection: Goods; Services; or Goods and Services.</p>
<p><b>Classification</b> - This is a drop-down selection: Administrative or Client Services. For assistance in classifying whether a contract is Administrative or Client Services, contact the DFPS Procurement Office with a cc to the COS TA Mailbox.</p>
<p><b>LBB Contract Category</b> - This is a drop-down selection: Construction; Consultant Services; Major Information Systems; Professional Services; or Other. These definitions are found in HCATS User Manual Appendix B.</p>
<p><b>LBB Contract Type</b> - This is a drop-down selection: Business; Information Resources; Professional; Purchases; or Other. These definitions are found in HCATS User Manual Appendix B.</p>
<p><b>Contract Begin/End Dates</b> - Enter the start and end dates of the current contract period. If renewable for several years, enter the begin date of the original contract with an end date of the current contract period.</p>
<p><b>Maximum Contract Amount /Total, if applicable</b> - Enter the total maximum amount of the contract, based on the initial procurement or subsequent amendments, from the start to the end dates.</p>
<p><b>Current FY Budget, if applicable</b> - Enter the amount budgeted for the current contract period. For contracts or MOUs/MOAs with no budgeted contract amount, this field may be blank.</p>
<p><b>Insurance Required?</b> This is a drop-down selection: Yes or No. "Yes" if contract requires insurance.</p>
<p><b>Bond Required?</b> This is a drop-down selection: Yes or No. If contract requires bonds.</p>
<p><b>Division</b> - Enter the initiating Division. This is the DFPS Program Area, e.g., Operations or Finance Divisions.</p>
<p><b>Department</b> - Enter the initiating Department. This is the area within the Division, e.g., for Operations Division one Department could be Information Resource Management, or for Finance Division one Department could be Federal Funds.</p>
<p><b>Does Vendor Access Confidential Information?</b> This is a drop-down selection: Yes or No</p> <p><b>Confidential Information</b> means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of or includes any or all of the following:</p> <ul style="list-style-type: none"> <li>• Client Information,</li> <li>• Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;</li> <li>• Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521,</li> <li>• Federal Tax Information,</li> <li>• Personally Identifiable Information;</li> <li>• Social Security Administration Data;</li> <li>• All non-public budget, expense, payment and other financial information;</li> <li>• All privileged work product or other information excepted from disclosure under Chapter 552 of the Government Code</li> <li>• All information designated as confidential under the laws of the State of Texas and of the United States;</li> <li>• To the extent permitted under the laws and constitution of the State of Texas, all information designated by HHS or any other State agency as confidential, including but not limited all information designated as confidential under the Texas Public Information Act, Texas Government Code, <u>Chapter 552.</u></li> </ul>
<p><b>Is DUA In Place?</b> This is a drop-down selection: Yes or No. If No, explain the reason.</p>
<p><b>DUA Execution Date:</b> This is the date that the DUA was signed. If the DUA is incorporated into the terms and conditions of the contractual agreement, use the Begin Date as the DUA Execution Date. If not, it is the date that the stand-alone DUA was signed by both parties (the latter of the two potential dates).</p>
<p><b>DUA Version:</b> This is a drop-down selection: Indicate the version of the DUA that was used in the agreement.</p>
<p><b>DUA Information Owner Division:</b> This is a drop-down selection: This is the DFPS Program Area responsible for the confidential information being protected under the agreement.</p>

## Contract Number Request Form Instructions

<p><b>Information Security &amp; Privacy Inquiry Complete?</b> This is a drop-down selection: Yes or No, depending upon whether the organization has completed the Information Security &amp; Privacy Initial Inquiry (SPI). If yes, include SPI for HCATS upload.</p>
<p><b>Performing Agency</b> - This is a drop-down selection: Select the performing HHS Enterprise sister agency. When party is not an HHS Enterprise agency, leave blank. "DFPS is the Performing Agency" should <u>not</u> be used as the designation when we are contracting with another entity. The "DFPS is the Performing Agency" designation should only be used in IACs, Interlocals, or MOUs when DFPS is acting as the "contractor".</p>
<p><b>Electronic and Information Resources (EIR)</b> - This is a drop-down selection: Yes or No, to indicate whether or not the contractual agreement will include an EIR component. EIR Includes information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term electronic and information resources includes, but is not limited to, telecommunications products, websites and content, multimedia, and office equipment such as copiers and fax machines.</p>
<p><b>Financial Method</b> - This is a drop-down selection: Expenditure; Non-Financial; Revenue; or Shared Resources.</p>
<p><b>Primary Payment Type</b> - This is a drop-down selection. Enter one of the following as appropriate: does not apply; cost reimbursement; fee-for-service; fixed price; or rate-based payments. Definitions for these may be found at: <a href="http://intranet/contract/handbook/chapter_3/3-04-primary_payment_types.asp">http://intranet/contract/handbook/chapter_3/3-04-primary_payment_types.asp</a></p>
<p><b>Contract Subject</b> - Enter a short description of the primary goods/services provided through the contract or MOU/MOA.</p>
<p><b>Purpose</b> - Enter a brief description of the need. This is optional; if left blank, this field will not be populated in HCATS.</p>
<p><b>Comment</b> - Enter any additional information deemed necessary. This is optional; if left blank, this field will not be populated in HCATS.</p>
<p><b>DFPS Contract Manager Name</b> - Enter contract manager name.</p>
<p><b>DFPS Lead Contact Name</b> - Enter lead contact name.</p>
<p><b>Service Counties</b> - Indicate Statewide or List of Counties to be served. If Counties to be served is chosen, list all the counties served.</p>

LEGAL CONTRACTOR PRIMARY CONTACT INFORMATION
<p><b>Legal Contractor</b> - Enter the contractor's legal name. Agreements with multiple parties, contact DFPS HCATS for assistance.</p>
<p><b>Legal Contractor VID - Required for contracts, MOUs and MOAs. The VID is necessary for DFPS to verify that payments to vendors are made correctly, as well as to ensure that DFPS is able to accurately account for and report upon all vendors with whom we conduct business.</b></p> <p>Enter the contractor Vendor ID assigned by the Comptroller's Office. This is the 11-digit TIN plus a 3-digit mail code. <u>Form 4109</u> (Application for Payee ID No. &amp; Additional Mailing Address) is used to establish a TIN or for the contractor to request an additional mail code.</p>
<p><b>Contact Information</b> - Enter the name of the contact person for the contractor, title, phone number, fax and e-mail information.</p>

## Contract Number Request Form Instructions

<b>Information Security &amp; Privacy Inquiry Complete?</b> This is a drop-down selection: Yes or No, depending upon whether the organization has completed the Information Security & Privacy Initial Inquiry (SPI). If yes, include SPI for HCATS upload.
<b>Performing Agency</b> - This is a drop-down selection: Select the performing HHS Enterprise sister agency. When party is not an HHS Enterprise agency, leave blank. "DFPS is the Performing Agency" should <u>not</u> be used as the designation when we are contracting with another entity. The "DFPS is the Performing Agency" designation should only be used in IACs, Interlocals, or MOUs when DFPS is acting as the "contractor".
<b>Electronic and Information Resources (EIR)</b> - This is a drop-down selection: Yes or No, to indicate whether or not the contractual agreement will include an EIR component. EIR Includes information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term electronic and information resources includes, but is not limited to, telecommunications products, websites and content, multimedia, and office equipment such as copiers and fax machines.
<b>Financial Method</b> - This is a drop-down selection: Expenditure; Non-Financial; Revenue; or Shared Resources.
<b>Primary Payment Type</b> - This is a drop-down selection. Enter one of the following as appropriate: does not apply; cost reimbursement; fee-for-service; fixed price; or rate-based payments. Definitions for these may be found at: <a href="http://intranet.contracthandbook/chapter_3/3-04-primary_payment_types.asp">http://intranet.contracthandbook/chapter_3/3-04-primary_payment_types.asp</a>
<b>Contract Subject</b> - Enter a short description of the primary goods/services provided through the contract or MOU/MOA.
<b>Purpose</b> - Enter a brief description of the need. This is optional; if left blank, this field will not be populated in HCATS.
<b>Comment</b> - Enter any additional information deemed necessary. This is optional; if left blank, this field will not be populated in HCATS.
<b>DFPS Contract Manager Name</b> - Enter contract manager name.
<b>DFPS Lead Contact Name</b> - Enter lead contact name.
<b>Service Counties</b> - Indicate Statewide or List of Counties to be served. If Counties to be served is chosen, list all the counties served.

<b>LEGAL CONTRACTOR PRIMARY CONTACT INFORMATION</b>
<b>Legal Contractor</b> - Enter the contractor's legal name. Agreements with multiple parties, contact DFPS HCATS for assistance.
<b>Legal Contractor VID</b> - <i>Required for contracts, MOUs and MOAs. The VID is necessary for DFPS to verify that payments to vendors are made correctly, as well as to ensure that DFPS is able to accurately account for and report upon all vendors with whom we conduct business.</i> Enter the contractor Vendor ID assigned by the Comptroller's Office. This is the 11-digit TIN plus a 3-digit mail code. <u>Form 4109</u> (Application for Payee ID No. & Additional Mailing Address) is used to establish a TIN or for the contractor to request an additional mail code.
<b>Contact Information</b> - Enter the name of the contact person for the contractor, title, phone number, fax and e-mail information.

**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: 10/01/2018	End Date: <u>09/30/2019</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: <u>10/01/2018</u>			
Dollar amount for this request:		<u>68,313.00</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>68313.00</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			

**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>	7-24-18
Contract Program Director/Division Director or Designee	Leshia Fisher <i>Leshia Fisher</i>	7-24-18

**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>Deif Blue Keta</i>	7.30.18

\*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.

**SECTION 1: Contract Information**

- Contract Number: If known, enter the Contract Number and/or include the amendment letter or renewal number (as applicable). Leave the box blank if a Contract Number has not been assigned.
- Contractor Name: Enter the legal name of the contractor.
- Select either Client Services or Administrative
- DFPS Contracting Program/Division: Select the appropriate DFPS Contracting Program or Division. Options include: CPS, RCC, FCR, APS, PEI, IRM, Operations Support (Legal, CLOE, Commissioners' Offices - including External Relations, Communications, etc...), or Other (Please Explain). If "Other" is selected, enter the name of the requesting division/program in the associated text box.
- DFPS Program: Enter specific program service.
- Type of submitted documentation: Check the appropriate box for a new contract, a renewal, an amendment or an extension.
- Enter the beginning and ending date of the contract, check the effective upon execution or enter the total months after execution.
- Begin date of the **initial** contract: Enter the original date of the contract, if an Amendment/Renewal/Extension is being submitted.
- Amount of the submitted documentation (New Contract, Amendment, Renewal, or Extension): Enter the amount as stated in the Agreement. Total amount of the **initial** contract plus all **prior** amendments/renewals/extensions: If an amendment, renewal, or extension is being processed enter the amount of the **initial** contract plus all **prior** amendments, renewals, and extensions. Do not include the amount of the Agreement that is currently being processed.
- If Grand Total equals \$1M or above and the Initial contract was not signed by the EC, please include explanation.  
\*For MOUs and other documents with no dollar amount, please indicate "N/A" for budget amounts.

**SECTION 2: Description of Contract**

- Brief description for the contract: Provide a brief description of the contract, amendment or renewal being submitted. The description should be specific and can use information from the Statement of Work (SOW).

**SECTION 3: Review of Final Contract**

- The administering Division/Program Contract Manager signs and dates acknowledging they have prepared the submitted Agreement and received assistance with the drafting/development of the contract from legal and affected Division/Program.

**SECTION 4: Agency Reviews and Signature**

- Legal: Ensures that the contract document contains appropriate language and is legally sound. If there have been changes to the boilerplate since receiving Contracts Legal review and approval, contract staff must receive a final legal review and approval. \*Legal review is confirmed by attaching email received from attorney.
- Financial Services - Budget: Reviews the contract document to ensure funds are available. If a specific dollar amount is associated with contract, signature confirms amount is within current operating budget for subject division/region. If contract is prior to the development of the operating budget, contract amendment may be needed based on determined budget. For fee-for-service contracts, signature confirms receipt by Budget representative.  
\*Budget review is not applicable for Residential Contracts, as they do not have budgets or MOUs due to, no exchange of funds or PENS as the contracts do not have budget limits.
- Contract Program Director/Division Director or Designee will need to approve prior to submission for execution