

County Judge
Received

AUG 28 2019



TEXAS
Health and Human
Services

Texas Department of Family and Protective Services

H.L. Whitman, Jr.
Commissioner

August 2, 2019

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

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 2020 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,

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

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. 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 **\$68,196.00** 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, 2020.
 - B) Second Federal Quarter of January, February, March will be billed by May 31, 2020.
 - C) Third Federal Quarter of April, May, June will be billed by August 31, 2020.
 - D) Fourth Federal Quarter of July, August, September will be billed by November 30, 2020.

Interlocal Agreement for Funding of DFPS Staff

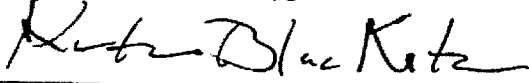
4. **Percentage Used in Payment Calculation.** The percentage used in the initial calculation of the Contract Amount in Section 3 may vary during the billing process. In the event the percentage used results in the final actual Contract Amount exceeding the initial Contract Amount specified in Section 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, 2019 through September 30, 2020.
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**



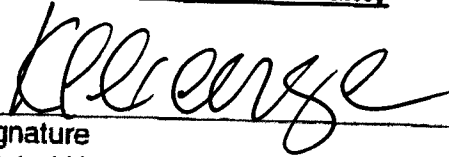
Signature

Printed Name: Kristene Blackstone

Title: CPS Asst. Commissioner Director V

Date: 7.18.19

Contractor: Fort Bend County



Signature

Printed Name: The Honorable

K P George

Title: County Judge

Date: 9.3.2019

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

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):	10/01/2019
Contract End Date (MM/DD/YY):	09/30/2020
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: Sturdob@Co.Fort-Bend.Tx.Us

Contract Number Request Form Instructions

PURPOSE
<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: http://intranet/Contract/Handbook/Chapter_6/6-09-records_management.asp</p>
<p>Line Item details: The following is a list with explanations of the individual Form 9210 fields to be completed.</p>
<p>Classification Type - This is a drop-down selection: MOA/MOU, Interagency, or Interlocal. http://intranet/Contract/Handbook/Chapter_11/default.asp</p>
<p>Goods/Services - This is a drop-down selection: Goods; Services; or Goods and Services.</p>
<p>Classification - 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>LBB Contract Category - 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>LBB Contract Type - 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>Contract Begin/End Dates - 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>Maximum Contract Amount /Total, if applicable - 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>Current FY Budget, if applicable - 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>Insurance Required? This is a drop-down selection: Yes or No. "Yes" if contract requires insurance.</p>
<p>Bond Required? This is a drop-down selection: Yes or No. If contract requires bonds.</p>
<p>Division - Enter the initiating Division. This is the DFPS Program Area, e.g., Operations or Finance Divisions.</p>
<p>Department - 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>Does Vendor Access Confidential Information? This is a drop-down selection: Yes or No</p>
<p>Confidential Information 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"> • Client Information, • Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information; • Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521, • Federal Tax Information, • Personally Identifiable Information; • Social Security Administration Data; • All non-public budget, expense, payment and other financial information; • All privileged work product or other information excepted from disclosure under Chapter 552 of the Government Code • All information designated as confidential under the laws of the State of Texas and of the United States; • 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>
<p>Is DUA in Place? This is a drop-down selection: Yes or No. If No, explain the reason.</p>
<p>DUA Execution Date: 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>DUA Version: This is a drop-down selection: Indicate the version of the DUA that was used in the agreement.</p>
<p>DUA Information Owner Division: 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>Information Security & Privacy Inquiry Complete? 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.</p>
<p>Performing Agency - 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>Electronic and Information Resources (EIR) - 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>Financial Method - This is a drop-down selection: Expenditure; Non-Financial; Revenue; or Shared Resources.</p>
<p>Primary Payment Type - 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: http://intranet/contract/handbook/chapter_3/3-04-primary_payment_types.asp</p>
<p>Contract Subject - Enter a short description of the primary goods/services provided through the contract or MOU/MOA.</p>
<p>Purpose - Enter a brief description of the need. This is optional; if left blank, this field will not be populated in HCATS.</p>
<p>Comment - Enter any additional information deemed necessary. This is optional; if left blank, this field will not be populated in HCATS.</p>
<p>DFPS Contract Manager Name - Enter contract manager name.</p>
<p>DFPS Lead Contact Name - Enter lead contact name.</p>
<p>Service Counties - Indicate Statewide or List of Counties to be served. If Counties to be served is chosen, list all the counties served.</p>

<p>LEGAL CONTRACTOR PRIMARY CONTACT INFORMATION</p>
<p>Legal Contractor - Enter the contractor's legal name. Agreements with multiple parties, contact DFPS HCATS for assistance.</p>
<p>Legal Contractor VID - <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. Form 4109 (Application for Payee ID No. & Additional Mailing Address) is used to establish a TIN or for the contractor to request an additional mail code.</p>
<p>Contact Information - Enter the name of the contact person for the contractor, title, phone number, fax and e-mail information.</p>

Attachment

Estimated Cost Funding: Local Contribution/County Reimbursed Staff (PAC 140) (Baseline Staff)
 FY20

Program Area: CPS - Region 6, Fort Bend

		Baseline		71.531%	
		FTEs	Cost/FTE	Dollars	County
Salary					
Position	00030196				
	Staff Salary	1	\$58,760	\$58,760	\$42,032
	Longevity	1	\$480	\$480	\$343
	Benefit Replacement	0	\$0	\$0	\$0
	Total Salaries			\$59,240	\$42,375
Fringe(3)	35.12%			\$20,805	\$14,882
Travel		1	\$3,727	\$3,727	\$2,666
Overhead		1	\$631	\$631	\$451
Cost Pool		1	\$8,466	\$8,466	\$6,056
Furniture		0	\$0	\$0	\$0
Central Fund		1	\$0	\$0	\$0
Computer Set-Up					
	Desktop - Ongoing	0	\$0	\$0	\$0
	Notebook- Ongoing	1	\$1,020	\$1,020	\$730
	Tablet PC- Ongoing	0	\$0	\$0	\$0
	Total Computer Set-Up			\$1,020	\$730
	(insert count of staff for each category)				
	*Eligible staff for tablet PCs include: CPS investigation workers, FBSS workers, CVS workers				
IT Set-Up (Telecom and Other)					
	Ongoing	1	\$404	\$404	\$289
Other (Specify):					
	Cell Phone Agency Issued	1	\$1,045	\$1,045	\$747
	Investigator Stipend	0	\$0	\$0	\$0
		0	\$0	\$0	\$0
		0	\$0	\$0	\$0
				\$1,045	\$747
Total				\$95,338	\$68,196
MOF					
Total				\$95,338	
County Pay (71.531%)				\$68,196	
Federal Match (PRS - 28.469%)				\$27,142	
Total				\$95,338	

71.531% Participation Rate

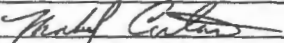
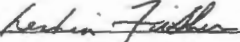
DFPS Contract Routing Form (Under \$1 Million and All Open Enrollments)

SECTION 1: Contract information

Contract Number: 530-08-0194-00001		Contractor Name: Ft Bend County	
Client Services or Administrative: Administrative		Contract Service: Administrative	
DFPS Contracting Program/ Division: CPS If "Other," Describe:			
Type of submitted documentation:	<input type="checkbox"/> New Contract	Begin Date: 10/01/2019	End Date: <u>9/30/2020</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>10/01/2019</u>			
Dollar amount for this request:		<u>68,196.00</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>68,196.00</u>	
If Grand Total equals \$1 million or above AND the initial contract was not signed by Executive Commissioner, an explanation must be provided:			
SECTION 2: Description			
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 Cutaja 	7-17-19
Contract Program Director/Division Director or Designee	Leshia Fisher 	7-18-19

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	Kristene Blackstone	7.18.19

*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, IAM, 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**

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 K P George	
Printed Name of Authorized Representative	Signature of Authorized Representative
County Judge	9.3.2019
Title of Authorized Representative	Date
Fort Bend County	530-08-0194-00001
Legal Name of Potential Contractor	Procurement or Contract Number

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.

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.
^aBudget 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