



Texas Department of Family and Protective Services

Commissioner
Jaime Masters

August 25, 2021

Mr. Ed Sturdivant

County Auditor

Fort Bend County

301 Jackson Street, Suite 701 Richmond, Texas 77469

Re: FY 2022 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 2022 Budget. 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.

If you have any questions, please call me at (936) 242-9507.

Sincerely,

A handwritten signature in cursive script that reads "Blair Bradley".

Blair Bradley

Regional Operations Support Administrator

2017 N. Frazier St., Suite C-1

Conroe, TX 77301

(936) 242-9507



Texas Department of Family and Protective Services

Commissioner
Jaime Masters, MS, MFT

July 16, 2021

DFPS ACTION

MEMORANDUM FOR THE COMMISSIONER

THROUGH: David Kinsey
Chief Financial Officer

FROM: Lea Ann Biggar
Budget Director

Scott Greer
Budget Manager

SUBJECT: FY 2022 County Funded Staff Participation Rates

Purpose

To propose the FY 2022 county-funded staff participation rates for your approval.

Background/Summary

Each year, participating county government entities partner with DFPS to fund more CPS direct delivery staff than what is provided by the state, thereby enhancing services to children and families in their local areas. This community collaboration allows federal entitlement funding for child welfare services to be matched by local money in lieu of state funds. These staff and its funding are part of the CPS Direct Delivery Staff strategy (02-01-01) and comprise the Contributed CPS Direct Delivery Staff sub-strategy (02-01-01-09).

A county participation rate is established for each federal fiscal year. The participation rate determines the county's share of the additional staff cost that is paid through contracts with the participating counties. A major change took place in 2007 to be effective for FY 2008, due to the Deficit Reduction Act which reduced our access to Title IV-E administrative federal funds by redefining the allowable population of children for claiming purposes. There was also an assumption that Medicaid Targeted Case Management would be severely restricted as well.

This resulted in an increase in the participation rate from 63.9% for FY 2006-2007 to 82.6% for FY 2008. However, due to the significant cost increase to the participating counties, the agency decided to absorb the FY 2008 county cost increase for the number of contracted staff they had in place in FY 2007. This became known as their baseline staffing. Counties wishing to add contracted staff above their FY 2007 level would have to use the full participation rate of 82.6%. Since 2008, DFPS has held counties harmless.

Discussion

The FY 2022 projected full participation rate is 90.9% and a baseline rate of 71.5% which holds the DFPS contribution the same as last year. The projection includes an anticipated increase in the Title IV-E eligible population for children in conservatorship and an assumed annual DFPS contribution of \$1,384,978 for FY 2022.

Attached (Attachment 1) is a listing of FY 2022 staffing levels funded through county participation and is broken down by the total number of CPS staff by region, county and caseworker type.

Recommendation

Finance's recommendation is to retain the FY 2022 participation rate for the counties. This will hold counties harmless. Upon approval, the cost to DFPS will be included in the FY 2022 Operating Budget.

Commissioner's Decision

Approve



Disapprove

Modify

Schedule Briefing

Comments/Acknowledgment

Attachment 1 – FY 2022 Staffing Levels

cc: Trevor Woodruff, Deputy Commissioner





Texas Department of Family and Protective Services

Commissioner
Jaime Masters, MS, MFT

July 16, 2021

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 2022 contracted participation rate will remain the same as the FY 2021 participation rate at 71.5% 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 90.9% 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 2022 contract budget:

<u>Participation Rate</u>	<u>Staffing Level</u>
71.5%	Baseline (FY 2007 contracted staffing level)
90.9%	Above Baseline

Again, thank you for your continued partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "David Kinsey", is written over a horizontal line.

David Kinsey
Chief Financial Officer

**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
INTERLOCAL CONTRACT**

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and **Fort Bend County** (Performing Agency) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Contract for the provision of additional DFPS direct delivery staff to benefit the children of Texas (Contract).

II. LEGAL AUTHORITY.

This Contract is entered under DFPS' statutory authority in Texas Human Resources Code Chapter 40 and Texas Government Code Chapter 791.

III. CONTRACT TERM.

This Contract starts on **October 1, 2021** and ends on **September 30, 2022**, and can be renewed, extended or terminated as provided for in this Contract.

IV. TOTAL AMOUNT OF THIS CONTRACT.

The total amount of this Contract will not exceed **\$67,915**. All expenditures under this Contract will be in accordance with the Statement of Work (Attachment A) and the Budget (Attachment B). Any payments from DFPS will be from its current revenues.

V. STATEMENT OF WORK.

The Performing Agency will perform the work and provide services as provided for in the Statement of Work (Attachment A). All work and services provided under this Contract must be in accordance with all state and federal laws, rules and regulations.

VI. CONTRACT MANAGER.

These Contract Managers are authorized to administer activities and receive notices and general correspondence for this Contract by sending it to them as provided below.

A. DFPS

Name: Blair Bradley
Title: Regional Operations Support Administrator
Address: 2017 N. Frazier St., Ste, C-1, Conroe, TX 77301
Phone: (936) 242-9507
Email: Blair.Bradley@dfps.texas.gov

B. PERFORMING AGENCY

Name: Mr. Ed Sturdivant
Title: Fort Bend County
Address: 301 Jackson Street, Suite 533, Richmond, Texas 77469
Phone: 281-344-3971

Email: Sturdrob@Co.Fort-Bend.Tx.Us

VII. ATTACHMENTS.

The Parties agree to comply with the following Attachments and that they are attached and incorporated as part of this Contract.

Attachment A – Statement of Work
Attachment B – Budget
Attachment C – Uniform Terms and Conditions
Attachment D – Supplemental and Special Conditions

VIII. SIGNATURES.

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party and that this Contract represents the final agreement of the Parties.

DFPS



NAME: Deneen Dryden
TITLE: CPS Assoc. Commissioner
Director V.
DATE: 9/16/2021

PERFORMING AGENCY



NAME: The Honorable K P George
TITLE: County Judge
DATE: 9.28.2021

ATTACHMENT A

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES STATEMENT OF WORK

I. PERFORMING AGENCY RESPONSIBILITIES.

Performing Agency will reimburse DFPS for services satisfactorily performed from appropriation items or accounts of the Performing Agency from which like expenditures would normally be paid, based upon vouchers drawn by Performing Agency to DFPS. To reimburse DFPS for the costs and expenses incurred for the DFPS persons filling the positions specified in Attachment I, which is entirely incorporated as part of this Contract, Performing Agency agrees to provide DFPS an amount up to \$67,915 (the Contract Amount) in local funds or in state funds not from DFPS.

II. PERFORMING AGENCY RESPONSIBILITIES.

A. DFPS agrees to use the funds from this Contract to provide state employed positions specified in Attachment I. 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 Performing Agency. As state employees, the persons filling such positions will be supervised by DFPS and will be required to abide by all DFPS work rules, policies, and procedures.

B. DFPS is responsible for providing all additional funds for the positions described in Attachment I and may do so out of any funds it has available, including federal funds, state funds, or other funds.

III. PERFORMANCE MEASURES.

Performing Agency will submit its payments of the Contract Amount in accordance with this Contract.

IV. INVOICE AND PAYMENT.

A. Performing Agency must submit its payments of the Contract Amount in four quarterly installments payable to DFPS within thirty (30) days of receiving an invoice from DFPS according to the below schedule. DFPS will transmit billing information representing its actual costs to Performing Agency as follows:

1. First Federal Quarter of October, November, December will be billed by February 28, 2022.
2. Second Federal Quarter of January, February, March will be billed by May 31, 2022.
3. Third Federal Quarter of April, May, June will be billed by August 31, 2022.
4. Fourth Federal Quarter of July, August, September will be billed by November 30, 2022.

B. The percentage used in the initial calculation of the Contract Amount may vary during the billing process. In the event the percentage used results in the final actual Contract Amount exceeding the initial Contract Amount, an amendment shall be executed to increase the Contract Amount accordingly.

**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
INTERAGENCY AND INTERLOCAL UNIFORM TERMS AND CONDITIONS**

**SECTION I
FUNDING AVAILABILITY & FINANCIAL**

A. FUNDING AVAILABILITY.

1. This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation or any other disruptions of current appropriations, DFPS may reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. PROMPT PAYMENT.

DFPS will pay Performing Agency according to the Prompt Payment Act, Texas Government Code Chapter 2251.

C. ANCILLARY EXPENSES.

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency will be reimbursed by DFPS.

D. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program.

E. RECAPTURE OF FUNDS.

Performing Agency agrees that:

1. DFPS may withhold all or part of any payments to Performing Agency to offset overpayments made to Performing Agency. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates, not allowed under applicable laws, rules or regulations or that are otherwise inconsistent with this Contract, including any unapproved expenditures;
2. It will return to DFPS any amounts paid that are disallowed pursuant to financial and compliance audit(s) of funds received under this Contract; and
3. Reimbursement of such disallowed costs will be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

F. FINANCIAL REMEDIES.

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract's requirements including recovery of all actual damages DFPS accrues as a result of a Performing Agency's noncompliance. As

applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract's Supplemental and Special Conditions.

SECTION II RECORDS – ACCESS, AUDIT & RETENTION

A. RECORDS RETENTION AND ACCESS.

1. Performing Agency will keep and maintain accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Performing Agency will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the Federal Government and their authorized representatives.
3. Unless otherwise specified in this Contract, Performing Agency will maintain legible copies of this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.
4. **THE PERFORMING AGENCY WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.**

B. SAO AUDIT.

1. Performing Agency understands that acceptance of funds under this Contract or through a subcontract acts as acceptance of the authority of the SAO or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of a SAO audit or investigation must provide the SAO access to any information that is considered relevant.
3. Performing Agency agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Performing Agency will ensure that this clause, concerning the authority to audit funds received indirectly by subcontractors related to this Contract and the requirement to cooperate, is included in any subcontracts it awards.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. Performing Agency will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Performing Agency or its subcontractor's sole expense.
3. Whether Performing Agency's action corrects the noncompliance will be solely the decision of DFPS.

4. Performing Agency must provide, at DFPS' request, a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

1. Performing Agency agrees to only use DFPS confidential information for the purpose of this Contract and comply with all applicable state and federal law when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
 - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
 - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
 - d. Family Educational Rights and Privacy Act, (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99;
 - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2; 42 CFR Part 2;
 - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
 - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
 - j. Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
 - k. Texas Health and Safety Code §81.046 and Chapters 181 and 611;
 - l. Texas Human Resources Code §12.003, §40.005, and Chapter 48;
 - m. Texas Public Information Act, Texas Government Code Chapter 552;
 - n. 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
 - o. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. Performing Agency will notify DFPS immediately, but not later than 24 hours, after Performing Agency discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Performing Agency will also fully cooperate with DFPS in investigating, mitigating and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.

3. Performing Agency will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.
4. In the event the Performing Agency receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal or other similar legal process, they will provide DFPS with written notice of this request or demand within two business days of receiving it.

SECTION III OWNERSHIP & INTELLECTUAL PROPERTY

A. OWNERSHIP.

DFPS owns all work produced by Performing Agency under this Contract.

B. INTELLECTUAL PROPERTY.

1. To the extent any services, deliverables, or work performed by Performing Agency results in the creation of intellectual property, all right, title, and interest in and to such intellectual property, will vest in DFPS upon creation and will be deemed to be a "work made for hire," and made in the course of the services rendered pursuant to this Contract.
2. To the extent that title to any such intellectual property may not by law vest in DFPS, or such intellectual property may not be considered a "work made for hire," Performing Agency hereby irrevocably assigns all rights, title, and interest therein to DFPS.
3. Performing Agency must give DFPS and the State of Texas, as well as any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section, without any additional charge or expense beyond the stated amount payable to Performing Agency authorized under this Contract.

SECTION IV NOTICE

A. NOTICE OF LEGAL MATTER OR LITIGATION.

Performing Agency will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Performing Agency becoming aware of the litigation or legal matter.

B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

The Performing Agency will notify their assigned DFPS Contract Manager within ten days of any change to the Performing Agency's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Performing Agency's name or identity, ownership, control, governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

C. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Performing Agency when it receives a complaint about the Performing Agency and advise the Performing Agency whether DFPS will conduct an investigation or will coordinate with the Performing Agency for an investigation. When DFPS requires the Performing Agency to conduct any part of the complaint investigation, Performing Agency must respond in writing to DFPS with all information and according to DFPS' requirements and specified time frames.

**SECTION V
AMENDMENT**

A. BILATERAL AMENDMENT.

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment will be effective on the date that is specified in it. DFPS will have the sole discretion to issue a Unilateral Amendment to modify a Contract's requirements, terms, or conditions as follows:

1. Correct an obvious clerical error;
2. Modify a Contract Number or Agency ID Number;
3. Incorporate new or revised state or federal laws, regulations, rules or policies;
4. Comply with a court order or judgment;
5. Update service level description or daily rates;
6. Update Performing Agency's name as recorded by the Secretary of State, as required by law or as authorized by DFPS;
7. Change either Party's Contract Manager or contact information;
8. Change any recorded license number based on information obtained from the agency or entity issuing the license; and
9. For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type, as long as it is part of a current Open Enrollment.

SECTION VI TERMINATION

A. TERMINATION FOR CONVENIENCE.

DFPS may terminate the Contract, in whole or in part, at any time when, in its sole discretion, DFPS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DFPS' notice of termination.

B. TERMINATION FOR CAUSE.

1. If the Performing Agency fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
2. In addition to any other remedy allowed by law, Performing Agency will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute Performing Agency and the cost of any claim or litigation that is reasonably attributable to Performing Agency's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

SECTION VII GENERAL PROVISIONS

A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by DFPS. Performing Agency irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

1. Before providing direct services, having direct client contact and/or access to client records, the Performing Agency will submit information necessary for DFPS to conduct background checks on its employees, subcontractors or volunteers according to DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp,

including any required disclosures. Furthermore, before the employee, subcontractor or volunteer can provide direct services, have direct contact or access client records, the Performing Agency must receive notice from DFPS that the background check has been approved.

2. If while providing direct services, having direct client contact and/or access to client records, the Performing Agency becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the Performing Agency will notify DFPS within ten business days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

C. ASSIGNMENTS.

Performing Agency will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Performing Agency agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

D. SEVERABILITY.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

E. SURVIVABILITY.

Termination or expiration of this Contract will not release either Party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

F. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of any governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing of the

reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

G. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms, unless those forms have received prior approval by DFPS. DFPS is not bound to the terms of any forms signed by unauthorized staff.

H. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Performing Agency certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the contract term to perform duties within Texas and all persons (including subcontractors) assigned by the Performing Agency to perform services, deliverables and work pursuant to the Contract.

I. WAIVER.

DFPS' failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract, will not constitute a waiver of any provision of the Contract.

J. PERMIT AND LICENSE.

Performing Agency will be responsible at their expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations or laws necessary or required for the Performing Agency to provide services or goods under this Contract.

K. WARRANTY.

Performing Agency warrants that all services, deliverables and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry and conform to or exceed the specifications set forth in the Contract and be fit for ordinary use, of good quality, and contain no material defects.

L. REPORT OF WASTE, FRAUD OR ABUSE.

If the Performing Agency suspects fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) they are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at <https://sao.fraud.texas.gov/ReportFraud/>.

M. CULTURAL COMPETENCE.

1. Performing Agency will make reasonable efforts to provide services that meet each client's individual needs and takes into consideration the intellectual functioning, literacy, level of education and comprehension ability of each client in order to ensure that all information is presented in a way that meets each client's individual needs.

2. Performing Agency will provide services in the client's primary language either directly by Performing Agency or by a DFPS approved translator.
3. Performing Agency will have a cultural competence mission statement, core values or other similar guidance that provides how the Performing Agency will effectively provide these services to clients of various cultures, races, ethnic backgrounds and religions in a manner that recognizes and affirms the client's worth, protects and preserves the client's dignity and ensures equity of service delivery.

N. PUBLICITY.

Performing Agency must not use the name of, or directly or indirectly refer to, DFPS, the State of Texas, or any other state agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with DFPS' prior review and written approval, which DFPS may withhold at its sole discretion. Performing Agency will acknowledge the support received in all format types (written, visual, and audio) from DFPS and the Federal Agency as applicable.

O. LIMITATION OF DFPS NAME, SEAL OR LOGO.

1. Performing Agency may not use the DFPS name, seal or logo in any form or manner without the prior written approval of DFPS.
2. Performing Agency may not use the DFPS name, seal or logo to imply any endorsement, approval, or sponsorship of Performing Agency's goods or services by DFPS.

P. SUBCONTRACTING.

As applicable under the Contract, Performing Agency will comply with the following.

1. Performing Agency will be responsible to DFPS for any subcontractor's performance under this Contract. Subcontractors providing services under the Contract will meet the same requirements and level of experience as required of Performing Agency.
2. No subcontract under the Contract will relieve Performing Agency of responsibility for ensuring the requested services are provided.
3. Performing Agency cannot subcontract case management services without DFPS prior written permission.
4. Performing Agency will provide DFPS its proposed subcontractors.
5. Subcontracting will be solely at Performing Agency's expense.
6. DFPS retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors.

7. Performing Agency will be the sole contact for DFPS and Performing Agency will list a designated point of contact for all DFPS inquiries.
8. Performing Agency will include a term in all subcontracts that incorporates this Contract by reference and binds subcontractors to all the requirements, terms, and conditions of this Contract related to the service being provided by the subcontractor, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Performing Agency's use of any subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Performing Agency.
9. Payments to subcontractors will be made pursuant to the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Q. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Performing Agency will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation to DFPS Statewide Intake by either phone at 1-800-252-5400 or online at <https://www.txabusehotline.org/Login/Default.aspx>.

R. INFORMATION SECURITY AND CYBERSECURITY TRAINING REQUIREMENTS.

As applicable to this Contract, the Performing Agency must comply with DFPS' Data and System Security Requirements at:

http://www.dfps.state.tx.us/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf and agrees to periodically check for any updates made to this document and comply with any updates made to these requirements.

S. REMOVAL OF ACCESS.

Performing Agency will immediately remove access capabilities to any DFPS automated/internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subcontractor, or volunteer whose employment, subcontract, or volunteer term with Performing Agency has ended for any reason.

T. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.

Upon request from DFPS, Performing Agency will provide copies of its most recent business continuity and disaster recovery plans.

**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
INTERAGENCY AND INTERLOCAL SUPPLEMENTAL AND SPECIAL
CONDITIONS**

**SECTION I
SUPPLEMENTAL CONDITIONS**

A. Section VI., A. TERMINATION FOR CONVENIENCE is deleted in its entirety and replaced with the following:

Either Party may terminate the Contract, in whole or in part, by giving written notice specifying a termination date at least 30-calendar days subsequent to the date of the notice after which the Contract will terminate at the end of the 30-calendar day notice period.

**SECTION II
SPECIAL CONDITIONS**

In addition to the DFPS Interagency and Interlocal Uniform Terms and Conditions, the Performing Agency agrees to comply with the following DFPS Interagency and Interlocal Special Conditions.

A. REMEDIES.

In addition to any other remedy provided under this Contract or state or federal law, DFPS may impose the following.

- 1. Corrective Action Plan (CAP).** DFPS will provide the Performing Agency with a CAP that identifies areas of noncompliance, poor performance or other deficiencies.
 - a.** Performing Agency must respond in writing within the timeframes required in the CAP, address each identified defect and provide an appropriately thorough response to DFPS for review and approval.
 - b.** Upon receipt of DFPS' approval, the Performing Agency must implement and maintain compliance with the requirements of the CAP.
- 2. Suspension.** DFPS may suspend or remove all or any part of the Contract.
- 3. Removal of Staff.** DFPS reserves the right to require Performing Agency to remove any employee, volunteer or agent of the Performing Agency or any subcontractor from the provision of services under this contract or to prohibit any employee, volunteer or agent of the Performing Agency or any subcontractor from having direct contact with DFPS referred clients or client records.

Attachment

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

FY22

Program Area: CPS - Region 6, Fort Bend

		Baseline		71.5%	
		FTEs	Cost/FTE	Dollars	County
Salary	Position #00030196				
	Staff Salary	1	\$56,600	\$56,600	\$40,487
	Longevity	1	\$2,160	\$2,160	\$1,545
	Benefit Replacement	0	\$0	\$0	\$0
Total Salaries				\$58,760	\$42,032
Fringe	35.12%			\$20,637	\$14,762
Travel		1	\$4,661	\$4,661	\$3,334
Overhead		1	\$631	\$631	\$451
Cost Pool		1	\$7,486	\$7,486	\$5,355
Furniture		0	\$0	\$0	\$0
Central Fund		1	\$13	\$13	\$9
Computer Set-Up					
	Desktop - Ongoing	0	\$0	\$0	\$0
	Notebook- Ongoing	1	\$998	\$998	\$714
	Tablet PC*- Ongoing	0	\$0	\$0	\$0
Total Computer Set-Up				\$998	\$714
(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	\$711	\$711	\$509
Other (Specify):					
	Cell Phone Agency Issued	1	\$1,047	\$1,047	\$749
	Investigator Stipend	0		\$0	\$0
		0		\$0	\$0
		0		\$0	\$0
				\$1,047	\$749
Total				\$94,944	\$67,915

MOF	
Total	\$94,944
County Pay (71.531%)	\$67,915
Federal Match (PRS - 28.469%)	\$27,029
Total	\$94,944

71.5% Participation Rate

**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.