

**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
INTERLOCAL CONTRACT FOR THE FUNDING OF DFPS STAFF**

I. PURPOSE.

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

II. LEGAL AUTHORITY.

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

III. CONTRACT TERM.

This Contract starts on October 1, 2024 and ends on September 30, 2025.

IV. TOTAL AMOUNT OF THIS CONTRACT.

The total amount of this Contract will not exceed \$74,699.00 (Contract Amount). All expenditures under this Contract will be in accordance with the Statement of Work (Attachment A) and the Cost Sheet (Attachment B).

V. STATEMENT OF WORK.

DFPS 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. FORT BEND COUNTY

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 – Cost Sheet

Attachment C – Uniform Terms and Conditions

Attachment D – Job Description

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

X Erica Bañuelos,
LCPAA, MSW

Digitally signed by Erica Bañuelos, LCPAA, MSW
Date: 2024.10.07 11:33:05 -05'00'

NAME: Erica Banuelos
TITLE: CPS Assoc. Commissioner
Director V.
DATE: [Click or tap to enter a date.](#)

FORT BEND COUNTY

X K P George

NAME: The Honorable K P George
TITLE: County Judge
DATE: [Click or tap to enter a date.](#)

ATTACHMENT A

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES STATEMENT OF WORK

I. FORT BEND COUNTY RESPONSIBILITIES.

Fort Bend County will reimburse DFPS for services satisfactorily performed from appropriation items or accounts of the Fort Bend County from which like expenditures would normally be paid, based upon vouchers drawn by Fort Bend County to DFPS. To reimburse DFPS for the costs and expenses incurred for the DFPS persons filling the positions specified in Attachment D (Job Description), which is attached to and incorporated as part of this Contract, Fort Bend County agrees to provide DFPS an amount up to \$74,699.00 (the Contract Amount) in local funds or in state funds not from DFPS.

II. DFPS RESPONSIBILITIES.

A. DFPS agrees to use the funds from this Contract to provide state employed positions specified in Attachment D. The number and type of positions to be provided, and their essential duties, salary, fringe benefits, travel, and network costs are contained in Attachment D. 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 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 D and may do so out of any funds it has available, including federal funds, state funds, or other funds.

III. INVOICE AND PAYMENT.

A. Fort Bend County 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 Fort Bend County as follows:

1. First Federal Quarter of October, November, December will be billed by February 28, 2025.

2. Second Federal Quarter of January, February, March will be billed by May 31, 2025.
3. Third Federal Quarter of April, May, June will be billed by August 31, 2025.
4. Fourth Federal Quarter of July, August, September will be billed by November 30, 2025.

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.

Attachment

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

FY25

Program Area: CPS - Region 6, Fort Bend

		Baseline		71.5%
	FTEs	Cost/FTE	Dollars	County
Salary	<i>Position #00030196</i>			
Staff Salary	1	\$68,642	\$68,642	\$49,100
Longevity	1	\$0	\$0	\$0
Benefit Replacement	0	\$0	\$0	\$0
Total Salaries			\$68,642	\$49,100
Fringe 29.85%			\$20,490	\$14,657
Travel	1	\$4,321	\$4,321	\$3,091
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	\$1,834	\$0	\$0
Total Computer Set-Up			\$998	\$714
(insert count of staff for each category)				
<i>*Eligible staff for tablet PCs include: CPS investigation workers, FBSS workers, CVS workers</i>				
IT Set-Up (Telecom and Other)				
Ongoing	1	\$1,027	\$1,027	\$735
Other (Specify):				
Cell Phone Agency Issued	1	\$821	\$821	\$587
Investigator Stipend	0		\$0	\$0
	0		\$0	\$0
	0		\$0	\$0
			\$821	\$587
Total			\$104,429	\$74,699
MOF				
Total	\$104,429			
County Pay (71.531%)	\$74,699			
Federal Match (PRS - 28.469%)	\$29,730			
Total	\$104,429			
		71.5% Participation Rate		

**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
INTERAGENCY AND INTERLOCAL UNIFORM TERMS AND CONDITIONS FOR
THE FUNDING OF DFPS STAFF**

**SECTION I
FUNDING AVAILABILITY AND FINANCIAL**

A. FUNDING AVAILABILITY.

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, the Parties may reduce or terminate this Contract.

B. PROMPT PAYMENT.

Payments under this Contract will be made according to the Prompt Payment Act, Texas Government Code Chapter 2251.

**SECTION II
RECORDS – ACCESS, AUDIT AND RETENTION**

A. RECORDS RETENTION AND ACCESS.

1. County will keep and maintain accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. County 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, County 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 COUNTY 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. The Parties understand 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 an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
3. County agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. County 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 County or its Subcontractor's sole expense.
3. Whether County's action corrects the noncompliance will be solely the decision of DFPS.

D. CONFIDENTIAL INFORMATION.

1. County agrees to only use DFPS confidential information for the purpose of this Contract and to 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, 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 and 45 CFR 205.50;
 - c. Social Security Administration data including, without limitation Medicaid information (Social Security Act, 42 U.S.C. Chapter 7);
 - d. Family Educational Rights and Privacy Act, 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. County will notify DFPS immediately, but not later than 24 hours, after County discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. County will also fully cooperate with DFPS in investigating, mitigating, and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.
- 3. County 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 County 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 IV NOTICE AND REPORTING

A. NOTICE OF LEGAL MATTER OR LITIGATION.

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

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

County will notify their assigned DFPS Contract Manager within 10 days of any change to the County's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to County's name or identity, ownership, control, or 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 County when it receives a complaint about the County and advise the County whether DFPS will conduct an investigation or will coordinate with the County for an investigation. When DFPS requires the County to conduct any part of the complaint investigation, County must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

D. REPORTING ABUSE, NEGLECT OR EXPLOITATION.

In addition to any other reporting requirement, County 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>.

E. REPORTING CRIMINAL CONDUCT

In addition to any other reporting requirement, if the County, DFPS, or their

employees become aware of either County's, DFPS's or their employees' conduct against a person receiving DFPS's services that could constitute a criminal offense, they must report it to a local law enforcement agency no later than 48 hours after becoming aware of such criminal conduct.

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 has 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 County'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

TERMINATION FOR CONVENIENCE.

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

County 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.

C. 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.

D. 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.

E. 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 force majeure events), 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.

F. AUTHORITY OF DFPS STAFF.

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

G. WAIVER.

DFPS's failure to enforce any provision of this Contract will not constitute a

waiver of it.

H. PERMIT AND LICENSE.

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

I. REPORT OF WASTE, FRAUD, OR ABUSE.

Either Party who suspects fraud, waste, or abuse (including employee misconduct that would constitute fraud, waste, or abuse) 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/>.

J. PUBLICITY.

Unless prior written authorization is given by DFPS, County must not use the name of, or directly or indirectly refer to DFPS 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.

K. LIMITATION OF DFPS NAME, SEAL, OR LOGO.

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

L. INFORMATION SECURITY AND CYBERSECURITY TRAINING REQUIREMENTS.

As applicable to this Contract, the County must comply with DFPS's Data and System Security Requirements at: http://www.dfps.texas.gov/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf and agrees to periodically check for, and comply with, any updates made to this document.

M. REMOVAL OF ACCESS.

As applicable to this Contract, County will immediately remove access capabilities to any DFPS automated/internet-based applications, or immediately notify DFPS that access to such applications needs to be terminated for any employee, Subcontractor, or volunteer whose employment, Subcontract, or volunteer term with County has ended for any reason.

N. UNIFORM ACCESSIBILITY REQUIREMENTS.

As applicable to this Contract, the County must comply with DFPS's Uniform Accessibility Requirements at http://www.dfps.texas.gov/Doing_Business/documents/DFPS-Uniform-Accessibility-Requirements-Section508-WCAG2.0.pdf and agrees to periodically check for, and comply with, any updated requirements made to this document.

Attachment D

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 Protective Services policy guidelines in Fort Bend County. The position develops and maintain positive and constructive working relationships between Child Protective Services and the District Courts, County Attorney's Office, Sherriff'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 Protective Services and to protect children within 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.