

TJJA \*I135

**State of Texas**  
**Interagency Cooperation Contract**  
**IAC #23963583      Renewal #: 13-01**  
**Service Type: Preparation for Adult Living – Life Skills**

This Interagency Cooperation Contract ("Contract") is entered into between the State agencies shown below as Contracting Agencies, pursuant to the authority granted in compliance with the Interagency Cooperation Act, Chapter 771, Texas Government Code.

**1. CONTRACTING PARTIES**

**1.1. The Receiving Agency: Texas Juvenile Justice Department**

**1.1.1. Contact Person: Denise Askea, Director of Placement Services; P.O Box 12757, Austin, TX 78711; 512-424-6704**

**1.2. The Performing Agency: Texas Department of Family & Protective Services**

**1.2.1. Contact Person: Region 12 Contracts; Mail Code E-541, 701 West 51<sup>st</sup> Street, P.O. Box 149030, Austin, Texas, 78741 Phone: 512-438-3658**

**2. STATEMENT OF SERVICES TO BE PERFORMED**

The services to be performed are outlined in Attachment A - Plan of Operation

**3. BASES FOR CALCULATING REIMBURSABLE COSTS**

The basis for calculating reimbursable costs is outlined in Attachment A – A (4).

**4. CONTRACT AMOUNT**

The total amount of this contract shall not exceed: Two thousand five hundred dollars, \$2,500.00.

**5. PAYMENT FOR SERVICES**

Services shall be paid upon the receipt of properly completed invoices from Performing Agency. In accordance with Texas Government Code Chapter 771, Receiving Agency shall reimburse Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

**6. MODIFICATION**

The parties to this Contract may modify this agreement only through the execution of a written amendment signed by both parties.

**7. TERM OF CONTRACT**

This Contract will begin on September 1, 2012 and end on August 31, 2013.

**8. TERMINATION**

Either party to this Contract may terminate by providing thirty (30) days advance written notice to the other party.

**9. DISPUTE RESOLUTION**

Any dispute between Performing Agency and Receiving Agency regarding this Agreement will be governed by Alternative Dispute Resolution for Use by Governmental Bodies, Chapter 2009, Texas Government Code, and any applicable Model Rules promulgated by the Office of the Attorney General

**State of Texas**  
**Interagency Cooperation Contract**  
**IAC #23963583      Renewal #: 13-01**

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 this Contract.

**10. INCORPORATION BY REFERENCE**

The following documents are incorporated into the contract for all purposes and are on file with the Receiving Agency and the Performing Agency:

- 10.1.** Form 2031, Signature Authority Designation
- 10.2.** Plan of Operation, Attachment A

**11. FFATA Reporting.** Contractor must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 12 if Contractor is a recipient of a federal sub-award. No direct payment will be made to Contractor for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 12 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract. DFPS may provide written notice to Contractor of any such change in accordance with this Contract, but such notice will not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements.

**12. Sub-Award Reporting.** If Contractor is a recipient of a federal sub-award, Contractor will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

**12.1. Sub-award Information.** A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of \$25,000 or more, (and any modifications to these contracts that change previously reported data):

**12.1.1.** Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.

**12.1.2.** Name of the Contractor.

**12.1.3.** Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

**12.1.4.** Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

**12.2. Officers' Total Compensation (Top 5).** According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the Contractor will report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year if—

**12.2.1.** In the Contractor's preceding fiscal year, the Contractor received—

**12.2.1.1.** 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

**12.2.1.2.** \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

**12.2.1.3.** The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

**13. CERTIFICATIONS.** The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agrees that each will provide immediate written notice

**State of Texas**  
**Interagency Cooperation Contract**  
**IAC #23963583      Renewal #: 13-01**

to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:

**13.1. Certification Regarding Lobbying.** State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:

**13.1.1.** In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, 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.

**13.1.2.** 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 will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

**13.1.3.** Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

**13.1.4.** Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

**13.2. Suspension, Ineligibility, and Voluntary Exclusion.** In accordance with Executive Orders 12549, 13224 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following:

**13.2.1.** That each party is, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

**13.2.2.** That each party will not knowingly enter into any subcontract with a person who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services or U.S. Treasury Department, as applicable.

**13.2.3.** That each party will include this section regarding debarment, suspension, ineligibility, voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

**13.3. Drug-Free Workplace Certification.** Each party certifies that it will or will continue to provide a drug-free workplace by:

**13.3.1.** 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;

**13.3.2.** Establishing an ongoing drug-free awareness program to inform employees about—

**13.3.2.1.** The dangers of drug abuse in the workplace;

**13.3.2.2.** The grantee's policy of maintaining a drug-free workplace;

**13.3.2.3.** Any available drug counseling, rehabilitation, and employee assistance programs; and

**13.3.2.4.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

**13.3.3.** 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 11.1.6.1.;

**State of Texas**  
**Interagency Cooperation Contract**  
**IAC #23963583      Renewal #: 13-01**

**13.3.4.** Notifying the employee in the statement required by paragraph 11.1.6.1. that, as a condition of employment under the grant, the employee will—

**13.3.4.1.** Abide by the terms of the statement; and

**13.3.4.2.** 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;

**13.3.5.** Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 11.1.6.4.2. from an employee or otherwise receiving actual notice of such 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 will include the identification number(s) of each affected grant;

**13.3.6.** Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 11.1.6.4.2. with respect to any employee who is so convicted—

**13.3.6.1.** 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

**13.3.6.2.** 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;

**13.3.6.3.** Making a good faith effort to continue to maintain a drug-free workplace.

**13.4.** THE UNDERSIGNED CONTRACTING PARTIES further 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 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.

**13.4.1.** RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Texas Human Resources Code §40.58.

**13.4.2.** PERFORMING AGENCY further certifies that it has the authority to perform the services contracted for by authority granted in §201.004.

**RECEIVING AGENCY**

Texas Juvenile Justice Department

**PERFORMING AGENCY**

Texas Department of Family & Protective Services

  
\_\_\_\_\_  
Authorized Signature  
Printed Name: Michael Griffiths  
Title: Executive Director

  
\_\_\_\_\_  
Authorized Signature  
Printed Name: Colleen McCall  
Title: Director of Field

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**FISCAL YEAR 2013 PREPARATION FOR ADULT LIVING (PAL)  
PLAN OF OPERATION-ATTACHMENT A  
IAC # 23963583**

**Background:** The John H. Chafee Foster Care Independence Program of Title IV-E of the federal Social Security Act (42 USC §§677) provides states with flexible funding that will enable programs to be designed and conducted to prepare youth for adult life when they leave foster care. Services, benefits, resources and supports are provided to help youth become healthy, productive adults. The program makes efforts to connect youth to community resources they will need in adulthood.

The Texas Department of Family and Protective Services (DFPS) Preparation for Adult Living (PAL) program provides services and benefits to help prepare young people to live independently when they leave foster care. The PAL Program is designed to serve the following young people:

- (1) Those who are at least 16 years old and likely to remain in foster care until at least age 18; and
- (2) Those who are younger than 21 years old and who left foster care when they were at least age 18.

DFPS desires to make PAL Life Skills Training available to Title IV-E eligible youth who have been placed into foster care by the Texas Juvenile Justice Department (TJJD) or a county juvenile probation department and have a Child Service Plan with the permanency goal of Another Planned Permanent Living Arrangement (APPLA) subsection APPLA Independent Living or APPLA Community Care which is when a youth will be in a Title IV-E placement until they turn age 18. Youth will receive training in each of the following core areas:

- Financial Management
- Health and Safety
- Housing and Transportation
- Job Readiness
- Life Decisions/Responsibilities
- Personal/Social Relationships

To ensure the smooth implementation of PAL services to eligible youth.

**A. TJJD agrees :**

- (1) To identify a TJJD contact person for coordinating PAL services with DFPS;
- (2) To provide program coordination via teleconferences, meetings and correspondence with DFPS as necessary to help ensure the success of service provision to PAL eligible youth;

**FISCAL YEAR 2013 PREPARATION FOR ADULT LIVING (PAL)  
PLAN OF OPERATION-ATTACHMENT A  
IAC # 23963583**

(3) To provide an updated list of the Title IV-E eligible youth, who have been placed in foster care by the Texas Juvenile Justice Department or a county juvenile probation department and have a Child Service Plan with the permanency goal of Another Planned Permanent Living Arrangement (APPLA) subsection APPLA Independent Living or APPLA Community Care which is when a youth will be in a Title IV-E placement until they turn age 18. The list of probation youth (by county) or state youth shall include the following information:

1. the youth's name;
2. DFPS person id;
3. date of birth;
4. date placed;
5. date Title IV-E certified;
6. date referred to DFPS;
7. date discharged;
8. Title IV-E placement address;
9. placement phone number;
10. facility or caregiver name;
11. county Title IV-E Coordinator's name (if applicable);
12. county Title IV-E Coordinator's phone number (if applicable); and
13. TJJD contact person for state youth

(4) To provide state general revenue funds in an amount not to exceed \$2,500, as the required twenty percent (20%) match, for up to \$10,000 of PAL training services. TJJD shall pay this match amount to DFPS within 30 days after TJJD receives the interagency Transaction Voucher (ITV) and supporting documentation from DFPS.

(5) To facilitate DFPS Preparation for Adult Living Staff obtaining at least monthly access (by phone or in person) to Title IV-E TJJD/probation eligible youth who took the National Youth in Transition Database (NYTD) survey when they were age 17 and selected to take the NYTD follow up survey when they turn age 19. TJJD will provide DFPS Preparation for Adult Living Staff known locating information for those youth who have left TJJD care and have been selected to take the follow up NYTD survey at age 19.

**National Youth in Transition Database:** The data collection system developed by the Administration for Children and Families (ACF) to track the independent living services provided to Children and to develop outcomes that measure the States' performance in preparing Children for their transition from foster care to independent living.

More information is available at:

[http://www.dfps.state.tx.us/Child\\_Protection/Transitional\\_Living/nytd.asp](http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/nytd.asp)

**FISCAL YEAR 2013 PREPARATION FOR ADULT LIVING (PAL)  
PLAN OF OPERATION-ATTACHMENT A  
IAC # 23963583**

**B. DFPS agrees:**

- (1) To provide PAL Life Skills Training services for up to 25 statewide Title IV-E eligible youth referred by TJJJ State Office contact person.
- (2) To provide PAL program coordination via teleconferences, meetings and correspondence including progress reports.
- (3) To provide verification of attendance at PAL Life Skills Training on a quarterly basis to appropriate identified TJJJ contact person for dissemination and
- (4) To provide Federal Financial Participation only as funding is available for these PAL Life Skills Training Services, not to exceed a \$10,000 allocation for fiscal year 2013.



## TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER  
John J. Specia, Jr.

February 4, 2013

Michael Griffiths  
Executive Director  
Texas Juvenile Justice Department  
P.O. Box 12757  
Austin, TX 78711

Dear Mr. Griffiths,

The Department of Family and Protective Services is pleased to send you the FY 2013 Preparation for Adult Living – Life Skills Contract #23963583 with original signatures. We look forward to continuing our relationship with you in the coming year.

Should you have any questions, please feel free to contact me at (512) 438-3658, email at [Dequinna.Moore@DFPS.state.tx.us](mailto:Dequinna.Moore@DFPS.state.tx.us) or regular mail at:

Department of Family & Protective Services  
Purchased Client Services  
P.O. Box 149030  
Mail Code: E541  
Austin, TX 78714-9030

Respectfully,

De'Quinna' Moore  
Region 12 Contracts

file

REC'D FEB 06 2013  
CA



**Contracts, Procurement & Support Services**

**ROUTING FORM**

Purchasing Received Date: 1/7/2013		CONTACT INFORMATION		Contract and/or Purchase Order Number: I135	
Date Routed:	1/7/2013	Assigned Purchaser/Contract Specialist: <b>Connie Booker</b>		Start Date:	09/01/2012
PCA/Activity/Location Code:	42031 / 13031 / 11	Prepared by: Suzi Rowan		End Date:	08/31/2013

ITEM JUSTIFICATION (Attach necessary documentation) Make sure BSD-100 (if applicable) is attached before approval process.

**Department of Family & Protective Services (DFPS) – Interagency Agreement to provide state general revenue funds as the required match in the amount of 20%, not to exceed \$2,500.00 for PAL training services.**

Total NTE Amount:	\$2,500.00	New/Renewal/Amendment:	New
GAP/Legal Cite Requirement: (over)			
<input checked="" type="checkbox"/> GAP385.1101 <input checked="" type="checkbox"/> TGC 771 <input type="checkbox"/> TGC 791 <input type="checkbox"/> TGC 2155 <input type="checkbox"/> TGC 2165 <input type="checkbox"/> TGC 2254 <input type="checkbox"/> HRC 242 <input type="checkbox"/> HRC 244			

APPROVAL AUTHORITIES		
Contract Administration Manager – Connie Booker	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Suzi Rowan</u> Signature <u>1/7/13</u> Date
Director of Contracts, Procurement & Support Services – Kenneth Ming	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Kenneth Ming</u> Signature <u>01/07/12</u> Date
Senior Director of Finance & Technology	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>Bill Alena</u> Signature <u>1/9/13</u> Date
Executive Director – Mike Griffiths	<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Disapprove	<u>M. Griffiths</u> Signature <u>1/9/12</u> Date

RETURN TO CONTRACTS AND PROCUREMENT

Date Distribution Completed: \_\_\_\_\_ Initials: \_\_\_\_\_

**Summary**

Interagency Agreement with DFPS to provide state general revenue funds as the required match in the amount of 20%, not to exceed \$2,500.00 for PAL training services.

**NOTE: January 7, 2013**

This was sent around and signed earlier but the Signatory Authority attachment was not attached and it will have to be signed by Mr. Griffiths as he signs the contract so they are requesting we re-do this Interagency agreement and sign both documents.

**Please provide any comments below**

Texas Government Code (TGC), Chapter 771 authorizes state agencies to enter into interagency agreements.

*Please Re-sign.  
KM.*