



## Texas Department of Family and Protective Services

Commissioner  
H. L. Whitman, Jr.

August 10, 2018

Honorable Judge LeeAnn Jones  
Panola County  
110 S. Sycamore, Room 216-A  
Carthage, Texas 75633-2596

RE: Federal Fiscal Year (FFY) 2019 County Title IV-E Child Welfare Services

Dear Honorable Judge Jones:

Your current County Title IV-E Child Welfare Services contract number 23939007 will end September 30, 2018. DFPS contracts for Title IV-E services for a seven (7) year period with automatic annual renewals. At the end of each seven year period new contracts are established. The establishment of a new contract results in a new contract number.

In order to continue reimbursing your county for Title IV-E expenses, a new contract must be established by reviewing, signing, and returning the following documents to me:

1. **2282GCWIVE, Contract for Title IV-E County Child Welfare Services**
  - Print and sign page 3 of 3
2. **Form 2030CWIVE, Budget**
  - Print entire workbook, sign/date Summary Page (page 1)
  - The estimated budget was reviewed by, Paulette Goree, Child Welfare Board, on 7/31/18 and she indicated that no changes are needed at this time.
3. **Federal Assurances & Certifications**
  - Print form SF-424B (Federal Assurance) and sign/date page 2
  - Print form GG Lobbying (Certifications) and sign/date
4. **Form 4734, Federal Funding Accountability and Transparency Act (FFATA)**
  - Complete form, print and sign/date page 3
5. **Form 9105, Risk Assessment Questionnaire (RAQ)**
  - Complete electronically, print and sign/date last page

The following forms are included for your review only; you do not need to sign or return:

1. **Attachment A: 4504 Statement of Work**
2. **Attachment C: 5645G UTC**
3. **Attachment D: 5622G Supplemental & Special Conditions**

Upon receipt of the signed documents, your contract will be routed for DFPS signature and a copy of the fully executed contract and all attachments will be returned to you for your records.

To ensure the contract is established by October 1, 2018, please submit all documents to me no later than September 10, 2018. You may return all documents electronically by email. If sent on or before August 29<sup>th</sup>, send to [lou.miller@dfps.state.tx.us](mailto:lou.miller@dfps.state.tx.us), or if sent after August 29<sup>th</sup>, send to [julia.conner@dfps.state.tx.us](mailto:julia.conner@dfps.state.tx.us) . If you prefer, you may fax to (512) 276-3080 (include coversheet).

If you have any questions regarding the proper completion of the enclosed documents, please contact me by email or by phone at (936) 569-5335.

Respectfully,

Lou Ann Miller  
CPS Contract Manager

Enclosures: Contract Documents

**DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES  
GRANT CONTRACT**

**I. PURPOSE.**

The Texas Department of Family and Protective Services (DFPS) and Panola County (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Contract to provide a mechanism to allow the County providing Title IV-E allowable services the opportunity to obtain federal funding for Foster Care Maintenance payments, administrative and training expenditures. The Grantee will also establish a Child Welfare Board (Board).

**II. LEGAL AUTHORITY.**

This Contract is entered under DFPS' statutory authority in Texas Human Resources Code Section 40.0566 and Texas Government Code Chapter 791.

**III. CONTRACT TERM.**

This Contract starts on October 1, 2018, and ends on September 30, 2025, 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 \$35,187.74, which is comprised of an estimated reimbursement of \$5,026.82 for each federal fiscal year. All expenditures under this Contract will be in accordance with the Budget and Cost Allocation Plan, if applicable, (Attachment B) and paid as provided for in the Statement of Work (Attachment A) from DFPS' current revenues.

**V. STATEMENT OF WORK.**

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

**VI. CONTRACT MANAGER.**

The following will act as the Contract Managers authorized to administer activities and receive general correspondence under this Contract.

**A. DFPS**

DFPS will provide written notice of the assigned contract manager. All correspondence will be sent to:

CPS Regional Contracts

Address: P. O. Box 630050, Nacogdoches, TX 75963-0050

Email: julia.conner@dfps.state.tx.us

**DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES  
GRANT CONTRACT**

**B. GRANTEE**

Name: Honorable Judge LeeAnn Jones  
Title: County Judge  
Address: 110 S. Sycamore, Room 216-A  
Phone: Carthage, Texas 75633  
Email: leeann.jones@co.panola.tx.us

**VII. LEGAL NOTICES.**

Notice will be given to the following as provided in the Uniform Terms and Conditions.

**A. DFPS**

Audrey Carmical  
General Counsel  
P. O. Box 149030 MC E611  
Austin, TX 78714-9030  
[Audrey.Carmical@dfps.state.tx.us](mailto:Audrey.Carmical@dfps.state.tx.us)

**B. GRANTEE**

Name: Honorable Judge LeeAnn Jones  
Title: County Judge  
Address: 110 S. Sycamore, Room 216-A  
Phone: 903-693-0391

**VIII. ATTACHMENTS.**

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

Attachment A – Statement of Work  
Attachment B – Budget Form 2030 and Cost Allocation Plan, if applicable  
Attachment C – Uniform Terms & Conditions  
Attachment D – Supplemental & Special Conditions  
Attachment E – Federal Assurances and Certifications

CONTRACT NO. HHS00028500011  
AGENCY ID. 24727318

N502 FORM-2282GCWIVE  
JUNE 2018

**DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES  
GRANT CONTRACT**

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party.

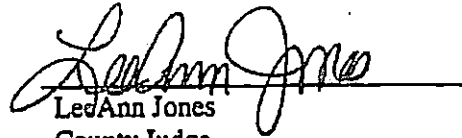
**DFPS**



Kristene Blackstone  
Associate Commissioner CPS

Date: 9.21.18

**GRANTEE**



LeAnn Jones  
County Judge

Date: 8-21-18

**Budget for Title IV-E  
County Child Welfare Services Contract**

Summary			
		<b>County:</b>	<b>Panola</b>
		<b>Agency Account ID:</b>	<b>24727318</b>
		<b>Budget Effective Date:</b>	<b>10/1/2018-9/30/2019</b>
<b>Cost Category</b>	<b>Estimated Total Expenses Allocable to Title IV-E</b>	<b>Total Anticipated Federal Reimbursement</b>	<b>Total Anticipated County Match</b>
<b>A. Administration</b>			
A.1. Direct Personnel Salaries	\$0.00	\$0.00	\$0.00
A.2. Direct Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00
A.3. Direct Personnel Travel	\$0.00	\$0.00	\$0.00
A.4. Direct Materials and Supplies	\$0.00	\$0.00	\$0.00
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00
A.6. Direct Other Costs	\$0.00	\$0.00	\$0.00
<b>Total Administration</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>B. Training</b>			
B.1. Title IV-E Training (75%)	\$400.00	\$78.26	\$321.74
B.2. Title IV-E Fostering Connections Training (75%)	\$0.00	\$0.00	\$0.00
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00
<b>Total Training</b>	<b>\$400.00</b>	<b>\$78.26</b>	<b>\$321.74</b>
<b>C. Supplemental Foster Care Maintenance (SFCM)</b>			
<b>Total SFCM</b>	<b>\$8,700.00</b>	<b>\$4,948.56</b>	<b>\$3,751.44</b>
<b>D. Indirect Costs (if applicable)</b>			
<b>Indirect Cost Base</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>\$9,100.00</b>	<b>\$5,026.82</b>	<b>\$4,073.18</b>

\*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year: 26.087%

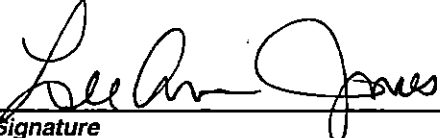
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

\* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year: 56.88%

Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): 0.000%

Contractor Certification

  
\_\_\_\_\_  
Signature

8-21-18  
\_\_\_\_\_  
Date

Lee Ann Jones - County Judge  
\_\_\_\_\_  
Printed Name & Title

**Budget for Title IV-E  
County Child Welfare Services Contract**

Administration A.1. Direct Personnel Salaries						
County: <u>Panola</u>						
Agency Account ID: <u>24727318</u>						
Budget Effective Date: <u>10/1/2018-9/30/2019</u>						
Position or Title	A Monthly Salary	B % of Time Spent on IV-E Activities	C Number of Months of Service	D Estimated Total Expense* (AxBxC)	E Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	F Anticipated County Match
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
<b>Total Direct Personnel Salaries</b>				\$0.00	\$0.00	\$0.00

\* estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration</b>			
<b>A.2. Direct Personnel Fringe Benefits</b>			
<b>County:</b>		<b>Panola</b>	
<b>Agency Account ID:</b>		<b>24727318</b>	
<b>Budget Effective Date:</b>		<b>10/1/2018-9/30/2019</b>	
<b>Type of Fringe Benefits</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Fringe Benefits</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* estimated total cost for Title IV-E related activities



**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration</b>			
<b>A.3. Direct Personnel Travel</b>			
<b>County:</b>		<b>Panola</b>	
<b>Agency Account ID:</b>		<b>24727318</b>	
<b>Budget Effective Date:</b>		<b>10/1/2018-9/30/2019</b>	
<b>Type of Travel Expense</b> Note: only include travel <u>NOT</u> related to personnel training	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Travel</b>	\$0.00	\$0.00	\$0.00

\* estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration</b>			
<b>A.4. Direct Materials and Supplies</b>			
		<b>County:</b>	<b>Panola</b>
		<b>Agency Account ID:</b>	<b>24727318</b>
		<b>Budget Effective Date:</b>	<b>10/1/2018-9/30/2019</b>
<b>Materials and Supplies (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
None anticipated at this time.		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Materials and Supplies</b>	\$0.00	\$0.00	\$0.00

\* estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration A.5. Direct Equipment</b>				
<b>County:</b>		<u>Panola</u>		
<b>Agency Account ID:</b>		<u>24727318</u>		
<b>Budget Effective Date:</b>		<u>10/1/2018-9/30/2019</u>		
Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Total Direct Equipment</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* estimated total cost for Title IV-E related activities

**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>Administration</b>			
<b>A.6: Direct Other Costs</b>			
<b>County:</b>		<b>Panola</b>	
<b>Agency Account ID:</b>		<b>24727318</b>	
<b>Budget Effective Date:</b>		<b>10/1/2018-9/30/2019</b>	
<b>Other Costs (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
None anticipated at this time.		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Other Costs</b>	\$0.00	\$0.00	\$0.00

\* estimated total cost for Title IV-E related activities







**Budget for Title IV-E  
County Child Welfare Services Contract**

<b>C. Supplemental Foster Care Maintenance (SFCM)</b>			
<b>County:</b>		<b>Panola</b>	
<b>Agency Account ID:</b>		<b>24727318</b>	
<b>Budget Effective Date:</b>		<b>10/1/2018-9/30/2019</b>	
<b>Other Costs (description)</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated FMAP)</b>	<b>Anticipated County Match</b>
Allowances	\$3,300.00	\$1,877.04	\$1,422.96
Clothing	\$1,900.00	\$1,080.72	\$819.28
Gifts	\$1,500.00	\$853.20	\$646.80
Graduation Expenses	\$500.00	\$284.40	\$215.60
Personal Items	\$500.00	\$284.40	\$215.60
School Supplies	\$1,000.00	\$568.80	\$431.20
Reasonable Child Specific Travel	\$0.00	\$0.00	\$0.00
<b>Total Direct Other Costs</b>	<b>\$8,700.00</b>	<b>\$4,948.56</b>	<b>\$3,751.44</b>

\* estimated total cost for Title IV-E related activities



**Budget for Title IV-E  
County Child Welfare Services Contract**

**Budget Narrative**

<b>County:</b>	<b>Panola</b>
<b>Agency Account ID:</b>	<b>24727318</b>
<b>Budget Effective Date:</b>	<b>10/1/2018-9/30/2019</b>

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.asp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.asp)

**A. Administration**

A.1. Direct Personnel Salaries

N/A

A.2. Direct Personnel Fringe Benefits

N/A

A.3. Direct Personnel Travel

N/A

A.4. Direct Materials and Supplies

None anticipated at this time

A.5. Direct Equipment

N/A

A.6. Direct Other Costs

None anticipated at this time

**B. Training**

B.1. Title IV-E Training (75%)

Title IV-E related training and conference related to provision of services to children in foster care for Child Welfare Board member and foster/adoptive parents.

B.2. Title IV-E Fostering Connections Training (75%)

None anticipated at this time

B.3. Non-Title IV-E Training (50%)

None anticipated at this time

**C. Supplemental Foster Care Maintenance (SFCM)**

Expenses may include allowances, clothing, gifts, graduation expenses, personal items, school supplies and reasonable child specific travel for Title IV-E children in foster care.

**D. Indirect Costs (if applicable)**

N/A

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

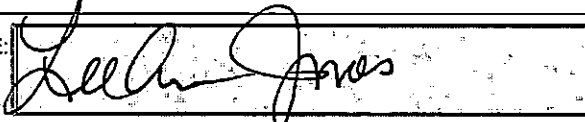
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b>	
Panola County	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input type="text"/>	* First Name: LeeAnn Middle Name: <input type="text"/>
* Last Name: Jones	Suffix: <input type="text"/>
* Title: County Judge	
<b>* SIGNATURE:</b> 	<b>* DATE:</b> 8/21-18



The Federal Funding Accountability and Transparency Act (FFATA) annual certification enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the subrecipient knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor 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 signatory cannot certify all of the statements contained in this section, signatory must provide written notice to DFPS detailing which of the below statements it cannot certify and why.

Enter your organization's Dun & Bradstreet (D&B) DUNS Number:  
Enter the parent DUNS Number, if applicable:

Did your organization have gross income, from all sources, of less than \$300,000 in your previous tax year?  
Yes  No  N/A  (if entity does not generate income)  
If your answer is Yes, skip Parts A, B, C, and D and complete Part E.  
If your answer is No or N/A, complete Parts A and B.

**Part A. Certification Regarding % of Annual Gross from Federal Awards**

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year?  
Yes  No

**Part B. Certification Regarding Amount of Annual Gross from Federal Awards**

Did your organization receive \$25 million or more in annual gross income from federal awards in the previous tax year?  
Yes  No   
If your answer is Yes to both A and B, you must complete Part C.  
If your answer is No to either A or B, skip Part C and go to Part D.

**Part C. Certification Regarding Public Access to Compensation Information**

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) 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?  
Yes  No  N/A  (if entity reports through some other means, state how: )  
If your answer is Yes, skip Part D and complete Part E.  
If your answer is No, you must provide compensation information to DFPS for FFATA reporting in Part D.  
If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval. Skip Part D until requested by DFPS to supply compensation information and proceed to complete Part E.



**Part D. Certification Regarding Executive Compensation**

The Names and Total Compensation of the top five (5) executives if:

- More than 80% of annual gross revenues from the Federal government,
- Those revenues are greater than \$25M annually, and
- Compensation information is not already available through reporting to the SEC.

Subrecipient Executive Names	Total Compensation

**Part E. General FFATA Certification**

As the duly authorized representative (Signatory) of the subrecipient named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

LeeAnn Jones  
Printed Name of Authorized Representative

*Lee Ann Jones*  
Signature of Authorized Representative

County Judge  
Title of Authorized Representative

8-21-18  
Date

Panola County  
Legal Name of Subrecipient

Agency Account ID Number

Carthage, Panola County  
Principal Place of Performance (POP)  
*(City, County)*

Tx 75633-2596  
State 9-Character Zip Code  
*(Zip +4)*

POP Congressional District

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

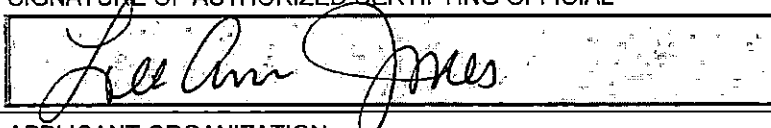
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE County Judge
APPLICANT ORGANIZATION Panola County	DATE SUBMITTED 8-21-18

## Risk Analysis Questionnaire FY 2019

<b>Legal Name of Contractor:</b>	Panola County	<b>Agency Account ID:</b>	24727318
Please provide the person's name, title, and number to contact for questions or if additional information is needed:		Contact Name & Title:	
		Contact Phone Number:	

### Active Contracts & Payment Types

1. Do you currently have other active contracts with DFPS or any other entity either within or outside of Texas [Federal, State (USD, University), County, or Private Business]?

Yes  No

If yes, please provide the entity name, contract number(s), and indicate which of the following payment types is utilized for the contract:

<b>Fixed Price</b>	Fixed price is a deliverables-based payment type for a contract with a firm agreed-upon price for the delivery of goods and services.
<b>Cost Reimbursement</b>	Payment type that reimburses contractors for actual, allowable, reasonable, and necessary expenditures incurred up to an approved amount and within the associated cost categories in the approved budget and budget narrative.
<b>Fee For Service</b>	Contractor is paid a standard fee per unit of service. Typically, rates are either negotiated with the individual vendor and apply only to that vendor or there is a uniform rate that is paid to all vendors providing the service. This rate-based payment type is used when an independent rate setting process does not exist for the contracted service.
<b>Rate-Set Payments</b>	Contractor is paid a set rate per unit of service. A rate setting process where the rate is approved by the Health and Human Services Commission (HHSC) or another agency with rate setting authority. The resulting rate is applied to the purchase of specifically defined units of service.
<b>Blended Foster Care Rate</b>	The blended foster care rate is the HHSC-developed rate equal to the weighted average rate across all placement types that DFPS pays under a Single Source Continuum Contract for each day of service provided to a child or youth in paid foster care.
<b>Blended Foster Care Case Rate</b>	The blended foster care case rate is the rate paid under a Single Source Continuum Contract for each day of service provided to each child or youth as measured against an established length of stay baseline formulated by HHSC for each defined age category or "strata" of children/youth.
<b>Exceptional Foster Care Rate</b>	An exceptional foster care rate applies to a limited number of situations and/or days under a Single Source Continuum Contract where a child requires extraordinary care.
<b>Day (24 hour)</b>	Usually for residential services. This is the rate paid to the provider for each 24-hour period that a DFPS client is in a provider's care.
<b>Other</b>	Any other payment type not defined above.

Entity Name	Contract Number	Payment Type

**Independent Audits**

2. Is your business entity required to undergo an independent audit?  Yes  No

If yes, please identify the authority requiring the audit:

3. How long has it been since your last independent audit (e.g., Annual Financial Statement audit, Compliance audit) was completed by an independent auditor, including other state/federal agencies such as the State Auditor's Office (SAO) or the Office of Inspector General (OIG)? (Note: Monitoring activities conducted by another state agency are not considered independent audits for this purpose.)

Within 21 Months  Within 22-34 Months  35 Months or More  No Audit Completed

Provide a copy of the most recent independent audit, if applicable.

Additional Information:

RAI Factor #9

**Related Party Transactions**

4. Disclose the type of business transactions (compensated or not) that occur between your business entity and any related party. For purposes of this question, related party refers to:

- a) A family member (including blood, marriage, or adoption),
- b) A member of the Board of Directors,
- c) Stockholders with >5% Ownership,
- d) Key Employees Paid Separately for Other Responsibilities (e.g., consulting services, not direct employees),
- e) Parent/Subsidiaries, or
- f) Organizations Under Common Ownership or Control (excluding routine relationships for an LLC).

Transactions include business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle) and/or obtaining a service (e.g., legal services, accounting services, banking services).

Non-Compensated Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
Compensated, Non-Recurring Goods, Services, or Labor	<input type="checkbox"/> Yes <input type="checkbox"/> No
Compensated, Recurring Goods, Services or Labor	<input type="checkbox"/> Yes <input type="checkbox"/> No
Compensated Goods, Services, or Labor w/ Uniform Rate Uniform, Set Rate that Applies to All Contracts for the Service	<input type="checkbox"/> Yes <input type="checkbox"/> No
Compensated Consulting or Management Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
Compensated Building Leasing	<input type="checkbox"/> Yes <input type="checkbox"/> No
Compensated Transportation	<input type="checkbox"/> Yes <input type="checkbox"/> No
For-Profit Affiliated with Non-Profit	<input type="checkbox"/> Yes <input type="checkbox"/> No
Owned/Operated by Same or Related Entity	<input type="checkbox"/> Yes <input type="checkbox"/> No
Parent/Subsidiary Relationship	<input type="checkbox"/> Yes <input type="checkbox"/> No

RAI Factor #8

**Subcontractors**

5. Indicate the percentage of work performed by subcontractors for the contracted service (as allowable by the contract).

- No Subcontractor Involvement
- Subcontractors Account for 50% or Less of Work Performed
- Subcontractors Account for More than 50% of Work Performed

RAI Factor #14



**Key Management Staff**

For purposes of this question, key management staff may include individuals with titles such as: Executive Director, President, Sole Proprietor, Comptroller, Chief Financial Officer, Manager, or Program Director.

6. Has there been a change in any key management staff at your business organization within the past two years?

Yes  No

If Yes, has the change been within the past 24 months?  Yes  No

7. Indicate whether or not key management staff have at least two years' worth of experience providing fiscal or programmatic components of the contracted service (even if not with the same business entity).

Fiscal components refer to the financial aspect of the contract.

Programmatic components refer to the service delivery side of the contract, such as ensuring that services are provided to clients, monitoring the quality of the service delivery, complying with the service provisions in the contract.

<b>Executive Director, Sole Proprietor, President or Equivalent</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
<b>Accounting Director, Comptroller, Chief Financial Officer, Business Manager, etc.</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
<b>Program Director, Program Coordinator or Equivalent</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs

RAI Factor #16

**Direct Delivery Staff**

8. Has there been a significant change in direct delivery staff at your business organization within the preceding year?

Yes  No

9. Please indicate the average level of experience that direct delivery staff at your organization have in providing the contracted service.

0 - 23 months

24 - 59 months

60 or more months

RAI Factor #17

**Internal Controls**

10. Does your business organization have any outstanding liabilities or litigations?

Yes  No

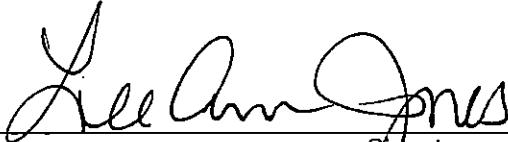
If Yes, Describe:-

RAI Factor #7

**CERTIFICATION**

This form must be signed by an individual with documented signature authority, as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
LeeAnn Jones  
Printed Name

\_\_\_\_\_  
County Judge  
Title

## ATTACHMENT A GRANT STATEMENT OF WORK

### I. GRANTEE RESPONSIBILITIES.

Grantee will perform the following.

- A. Under the County Outreach Program, the Grantee will be allowed to:
  1. Provide Foster Care Maintenance and receive payments for it under Section 475(4) of the Social Security Acts, which cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child and reasonable travel to the child's home for visitation. In the case of institutional care, these payments will include the reasonable costs of administration and operation of such institution as are necessarily required to provide the same items above;
  2. Be reimbursed for Administrative Expenditures necessary for the proper and efficient administration of DFPS' Title IV-E State Plan as described in this Contract and as further described in 45 CFR 1356.60; and
  3. Be reimbursed for Training Expenditures for the short-term training of:
    - a. Personnel employed or preparing for employment with DFPS or by the County administering portions of the Title IV-E State Plan described in this Contract; and/or
    - b. Current or prospective foster parents and the members of the staff of DFPS-licensed or DFPS-approved childcare institutions providing care to foster children so as to increase their abilities to provide support and assistance to foster children.
- B. Provide services in accordance with Attachment B and Title IV-E Handbook for County Contracts (Handbook) at [http://www.dfps.state.tx.us/handbooks/Title\\_IV-E\\_County/Files/IVEC\\_pg\\_1000.a\\_sp#IVEC\\_1000](http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/Files/IVEC_pg_1000.a_sp#IVEC_1000) to children referred by DFPS;
- C. Ensure allowable Title IV-E Services are provided to children referred by DFPS in accordance with the Handbook.
- D. Establish and/or maintain a Child Welfare Board (the Board) as set out by statute in the Texas Family Code Section 264.005 that will have at least seven, but not more than 15 members appointed by the County Commissioners Court. Each member will serve a three-year term on a rotating basis.
  1. Initially members will be appointed to serve the following terms:
    - a. Third of the members to three-year terms;
    - b. Third of the members to two-year terms; and
    - c. Third of the members to one-year terms.
  2. In successive years, from two to five new members will be appointed.
  3. Members will serve at the pleasure of the Commissioners Court and without compensation.
- E. Ensure that that the Board:
  1. Assist DFPS in identifying and meeting the needs of the children in the County;

## ATTACHMENT A GRANT STATEMENT OF WORK

2. Explain the child welfare program and needs to the community and explain to DFPS staff the community's conditions and attitudes on policy, services, and priorities;
  3. Serve in an advisory capacity to the county in the development of local policy to meet the needs of the children in the County under this Contract;
  4. Develop an estimated annual budget for the operations for this Contract, recommend it to the Commissioners' Court and appear in support of it at budget hearings;
  5. Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month;
  6. Prescribe such bylaws, not inconsistent with the terms of this Contract and applicable state and federal laws, as may be necessary or desirable to ensure the efficient operation of the Board. Such bylaws will be approved by written order of the Commissioners Court;
- F. Acknowledges that a portion of the children referred by DFPS will be ineligible for Title IV-E for purposes of reimbursement under this Contract. To ensure compliance with Texas Family Code Section 264.102, the County will allow the Board to continue to provide child welfare services to this population of children.
- G. Authorize the expenditure of Grantee funds and other special funds for the children in the Grantee's County referred by DFPS;
- H. Review on a monthly basis expenditures, receipts and services delivered.
- I. The Grantee will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Invoice) are allowable expenditures under Title IV-E;
- J. Use DFPS' financial and statistical reporting systems as directed by DFPS; and
- K. Submit on an annual basis Federal Assurances and Certifications as directed by the Contract Manager.

### II. DFPS RESPONSIBILITIES.

DFPS will perform the following.

- A. DFPS will refer children to the Child Welfare Board for services;
- B. DFPS will provide the County with a list of IV-E eligible children in the County for invoicing; and
- C. Process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures on the submitted and approved Invoice.

### III. INVOICE AND PAYMENT.

#### A. Budget.

1. Grantee must provide its Contract Manager written notice on an annual basis if the Attachment B will not change.
2. If there is no change to Attachment B, then the Budget will carry over to the next Federal Fiscal Year.

## ATTACHMENT A GRANT STATEMENT OF WORK

3. If the Grantee is going to include indirect costs in its invoice, the Grantee will include by reference either the Grantee's approved Indirect Cost Agreement with the Federal Government or the appropriate documentation certifying the Grantee's official indirect cost rate.

**B. Invoice.**

1. Grantee will request payments using the invoice and in an accurate and timely manner for each federal quarter by the end of the following federal quarter and the expenditures in the Invoice must include the information necessary to support these expenditures.
2. If the quarterly expenditures for the Grantee average or are expected to average less than \$1,000 per quarter, the Grantee may request approval from the Contract Manager to submit invoices on an annual basis with the invoice for each federal quarter submitted and documented separately but at the same time before the end of the first federal quarter of the following federal fiscal year.

**ATTACHMENT C  
DFPS GRANT UNIFORM TERMS & 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 will 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. 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. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by the State of Texas TexTravel are higher.

**C. NO DEBT AGAINST THE STATE.**

For Grantees that are not governmental entities, this Contract will not be construed as creating any debt by or on behalf of the State of Texas.

**D. DEBT TO STATE.**

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges that DFPS' payments under the Contract will be applied toward eliminating the Grantee's debt or delinquency, regardless of when it arises.

**E. RECAPTURE OF FUNDS.**

Grantee agrees that:

1. DFPS will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. 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 Grantee from funds which were not provided or otherwise made available to Grantee under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

**ATTACHMENT C  
DFPS GRANT UNIFORM TERMS & CONDITIONS**

**F. ALLOWABLE COSTS.**

DFPS will reimburse the allowable costs incurred in performing the Contract that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DFPS will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If DFPS has paid funds to Grantee for unallowable or ineligible costs, DFPS will notify Grantee in writing, and Grantee shall return the funds to DFPS within 30 calendar days of the date of this written notice. DFPS will withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to DFPS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DFPS will take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

<b>Applicable Entity</b>	<b>Applicable Cost Principles</b>	<b>Audit Requirements</b>	<b>Administrative Requirements</b>
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

**ATTACHMENT C**  
**DFPS GRANT UNIFORM TERMS & CONDITIONS**

**G. INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT.**

If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within 30 calendar days after notification by HHSC Single Audit Services to do so then, Grantee shall be subject to the DFPS sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as, with the provisions of UGMS.

**H. SUBMISSION OF AUDIT.**

Within 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the DFPS as directed in this Contract and another copy to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

**I. INSURANCE.**

For Grantees that are not governmental entities, the following applies.

1. Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry or as determined by DFPS.
2. Grantee will provide evidence of insurance upon request by DFPS.
3. In the event that any policy is determined by DFPS to be deficient and does not comply with the terms of this Contract, Grantee will secure such additional coverage as required DFPS, law or regulation.
4. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.



**ATTACHMENT C  
DFPS GRANT UNIFORM TERMS & CONDITIONS**

**J. NONSUPPLANTING.**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract

**SECTION II  
RECORDS, AUDIT, CONFIDENTIAL INFORMATION,  
PUBLIC INFORMATION ACT & PUBLICITY**

**A. RECORDS RETENTION AND ACCESS.**

1. Grantee will keep and maintain under Generally Accepted Accounting Principles (GAAP) or Governmental Accounting Standards Board (GASB), as applicable, accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Grantee 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, Grantee 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 GRANTEE 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. Grantee 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 an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
3. Grantee agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Grantee will ensure that this clause, concerning the authority to audit funds received indirectly by subgrantees related to this Contract and the requirement to cooperate, is included in any subcontracts it awards.

**ATTACHMENT C**  
**DFPS GRANT UNIFORM TERMS & CONDITIONS**

**C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.**

1. Grantee 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 Grantee or its subgrantee's sole expense.
3. Whether Grantee's action corrects the noncompliance will be solely the decision of DFPS.
4. Grantee must provide, at DFPS' request, a copy of those portions of Grantee's and its subgrantees' internal audit reports relating to this Contract.

**D. CONFIDENTIAL INFORMATION.**

1. Grantee agrees to only use DFPS confidential information for the purpose of this Contract and comply with all applicable state and federal laws 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;

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- m. Texas Public Information Act, Texas Government Code Chapter 552;
  - n. 19 TAC 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. Grantee will notify DFPS immediately, but not later than 24 hours, after Grantee discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information.
  3. Grantee will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.
  4. Grantee will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.

**E. PUBLIC INFORMATION ACT.**

1. Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.
2. For Grantees that are not governmental entities, the Grantee will make any information created or exchanged with the State of Texas or DFPS under this Contract available in a format that is accessible to the public at no charge to the State of Texas or DFPS.

**F. PUBLICITY.**

Grantee 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.

Grantee will publish, at its sole expense, results of Grantee performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from DFPS and any Federal agency, as appropriate.

**G. LIMITATION OF DFPS NAME, SEAL OR LOGO.**

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

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**SECTION III  
OWNERSHIP & INTELLECTUAL PROPERTY**

**A. OWNERSHIP.**

DFPS owns all work produced by Grantee under this Contract.

**B. INTELLECTUAL PROPERTY.**

1. To the extent any services, deliverables or work performed by Grantee 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 will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Grantee hereby irrevocably assigns all rights, title, and interest therein to DFPS.
3. Grantee 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 Grantee authorized under this Contract.

**SECTION IV  
NOTICE**

**A. NOTICE.**

Except as otherwise required by this Contract, written notice will be:

1. By hand delivery or United States Mail, certified, return receipt requested or by nationally recognized courier service to the Grantee's assigned Contract Manager; and
2. Effective on receipt by the Party.

**B. NOTICE OF LEGAL MATTER OR LITIGATION.**

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

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

The Grantee will notify their assigned DFPS Contract Manager within ten days of any change to the Grantee's Contact Person or Key Personnel or any matter impacting the Contract, which includes but is not limited to changes to Grantee's name or identity,

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ownership, control, governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

**D. COMPLAINT REPORTING.**

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

**SECTION V  
AMENDMENT**

**A. AMENDMENT.**

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

**B. UNILATERAL AMENDMENT.**

A Unilateral Amendment will be issued by DFPS and it will be effective 10 days after it is sent to the Grantee. DFPS has sole discretion as to whether a change to the Contract will require an Amendment. DFPS will issue a Unilateral Amendment to:

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 Grantee'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 legal notice designee or contact information; and
8. Change any recorded license number based on information obtained from the agency or entity issuing the license.

**SECTION VI  
TERMINATION**

**A. TERMINATION FOR CONVENIENCE.**

DFPS will terminate the Contract, in whole or in part, at any time when, in its sole discretion,

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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's notice of termination.

**B. TERMINATION FOR CAUSE.**

1. If the Grantee 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, Grantee will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute Grantee and the cost of any claim or litigation that is reasonably attributable to Grantee'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. Grantee 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 will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

**B. INDEMNITY.**

The following applies to Grantees that are not governmental entities.

1. Grantee will defend, indemnify and hold harmless the State of Texas and its officers and employees, and DFPS and its officers and employees, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including attorneys' fees and court costs, arising out of or resulting from:
  - a. Grantee's performance under the Contract, including any negligent acts or omissions of Grantee, or any agent, employee, subrecipient, or supplier of the Grantee, or any third party under the control or supervision of the Grantee, in the execution or performance of this Contract;

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- b. Any breach or violation of a statute, ordinance, governmental regulation, standard or rule of Contract by the Grantee or any agent, employee, subgrantee, or supplier of the Grantee, or any third party under the control or supervision of the Grantee, in the execution or performance of this Contract;
  - c. Employment or alleged employment discrimination, including claims of discrimination against Grantee, its officers, or its agents; or
  - d. Work under this Contract that infringes or misappropriates any right of any third person or entity based on copyright, patent, trade secret, or other intellectual property rights.
2. Nothing in this Contract will be construed as a waiver of DFPS' sovereign immunity.

**C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.**

1. Before providing direct services, having direct client contact and/or access to client records, the Grantee 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](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 Grantee 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 Grantee 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 Grantee 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.

**D. ASSIGNMENTS.**

Grantee 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, which will be withheld or granted at the sole discretion of DFPS. Except where otherwise agreed in writing by DFPS, assignment will not release Grantee from its obligations under the Contract.

Grantee agrees that DFPS will, in one or more transactions, assign, pledge, or transfer the Contract. This assignment will only be made to another state agency or a non-state agency that is contracted to perform work for DFPS.

**E. 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-

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enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

**F. 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.

**G. 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 Grantee 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.

**H. 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.

**I. DISPUTE RESOLUTION.**

For Grantees that are not governmental entities, the Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arising under this Contract.

**J. WAIVER.**

DFPS's 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.

**K. HISTORICALLY UNDERUTILIZED BUSINESS (HUB).**



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For Grantees that are not governmental entities, the Grantee will provide pertinent details of any participation by a HUB in fulfilling the duties and obligations arising under this Contract.

**L. CIVIL RIGHTS.**

1. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
  - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
  - c. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.);
  - d. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107);
  - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);
  - f. Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and
  - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
2. Grantee agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding or otherwise be subjected to discrimination.
3. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Grantee from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Grantees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.
4. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at:  
<http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>.
5. Grantee agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Grantee must provide written notice to beneficiaries of these rights.

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6. Upon request, Grantee will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
7. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office  
701 W. 51st Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885

**M. PERMIT AND LICENSE.**

Grantee 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 Grantee to provide services or goods under this Contract.

**N. WARRANTY.**

Grantee 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.

**O. E-VERIFY/EMPLOYEE ELIGIBILITY.**

By entering into this Contract, Grantee 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 subgrantees) assigned by the Grantee to perform services, deliverables and work pursuant to the Contract.

**P. REPORT OF WASTE, FRAUD OR ABUSE.**

Grantees who suspect 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/>.

**Q. Cultural Competence.**

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1. Grantee 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. Grantee will provide services in the client's primary language either directly by Grantee or by a DFPS approved translator.
3. Grantee will have a cultural competence mission statement, core values or other similar guidance that provides how the Grantee 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.

**SECTION VIII**  
**CERTIFICATIONS & AFFIRMATIONS**

As applicable to this Contract, Grantee certifies and affirms that by entering into this Contract that these certifications and affirmations apply to Grantee, and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, subrecipients, independent Grantees, and any other representatives who will provide services under, who have a financial interest in, or otherwise have an interest in this Contract.

- A. Grantee has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- B. Under Texas Government Code §§ 2155.006 and 2261.053 (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract and this Contract will be terminated and payment withheld if this certification is found to be inaccurate.
- C. Under Texas Family Code § 231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate.
- D. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees that this provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.

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- E.** Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>. This Contract will be terminated and payment withheld if this certification is inaccurate. This provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds.
- F.** Under Texas Government Code § 669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.
- G.** Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.
- H.** Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §§ 556.005, 556.0055 or 556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- I.** Grantee will comply with Texas Government Code § 2155.4441 (preference for purchase of products produced in the State of Texas).
- J.** Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code § 15.01, et seq.
- K.** If the Grantee is a "Company" under Texas Government Code § 808.001, at the time of executing this Contract, that it is not boycotting Israel and will not boycott Israel during the term of this Contract.

**ATTACHMENT D  
DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS**

**SECTION I  
SUPPLEMENTAL CONDITIONS**

The DFPS Uniform Terms and Conditions are modified for this Contract as follows.

**A.** Section II(D) is modified by adding the following language as Subsection 5:

5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Contract by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
  - a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;
  - b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
  - c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.

**B.** Section VII(C) is deleted and replaced with the following language.

**Background Checks and Removal.**

1. For the purposes of background checks, members are considered volunteers.
2. If members have regular access to DFPS clients, a background check is required and the Grantee will submit information necessary for DFPS to conduct background checks on its volunteers according to DFPS Background Checks Handbook under the applicable policy section at [http://www.dfps.state.tx.us/handbooks/Background\\_Checks/default.asp](http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp), including any required disclosures. Furthermore, before the volunteer can have regular access to DFPS clients, the Grantee must receive notice from DFPS that the background check has been approved.
3. If while providing direct services, having direct client contact and/or access to client records, the Grantee 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 Grantee 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.

**ATTACHMENT D  
DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS**

**SECTION II  
SPECIAL CONDITIONS**

In addition to the DFPS Grant Uniform Terms and Conditions, the Grantee agrees to comply with the following DFPS Grant Special Conditions.

**A. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.**

As applicable, Grantees must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice, that is submitted to DFPS later than seven quarters after the end of the quarter of the expense will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

**B. BACKGROUND HISTORY CHECKS - DISALLOWANCE OF TITLE IV-E FUNDS.**

If this contract is funded in part or whole by Title IV-E Funds, then during a federal audit, if there is a finding that Grantee has not performed required Checks within the timeframes required by the Grantee, this finding can result in a disallowance of Title IV-E funds claimed on behalf of the client. In addition to any other remedy under this Contract, DFPS can require the Grantee to reimburse DFPS for such disallowances, including disallowed costs related to foster care maintenance payments, administrative costs and interest.

**C. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.**

Grantee 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.

**D. SUBCONTRACTING.**

As applicable under the Contract, Grantee will comply will comply with the following.

1. Grantee will be responsible to DFPS for any subgrantee's performance under this Contract. Subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No subcontract under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.

**ATTACHMENT D**  
**DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS**

3. Grantees planning to subcontract all, or a portion, of the work to be performed will identify the proposed subgrantees.
4. Subcontracting will be solely at Grantee's expense.
5. DFPS retains the right to check subgrantee's background and approve or reject the use of submitted subgrantees.
6. Grantee will be the sole contact for DFPS and Grantee will list a designated point of contact for all DFPS inquiries.
7. Grantee will include a term in all subcontracts that incorporates this Contract by reference and binds subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the subgrantee, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Grantee's use of any subgrantee is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Grantee.
8. Payments to subgrantees will be made pursuant to the Texas Prompt Payment Act (Texas Government Code Chapter 2251).

**E. INFORMATION SECURITY REQUIREMENTS.**

Grantee must comply with the following:

1. The DFPS IT Security Policy located at:  
[https://www.dfps.state.tx.us/PCS/About\\_PCS/documents/Grantee\\_Information\\_Security.pdf](https://www.dfps.state.tx.us/PCS/About_PCS/documents/Grantee_Information_Security.pdf)
2. Upon reasonable notice, Grantee must provide, and cause its subgrantees and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:
  - a. Grantee information security policies, procedures, standards, guidelines;
  - b. Grantee security violation reports;
  - c. Grantee employee security acknowledgement agreements; and
  - d. Lists of Grantee's employees, subgrantees, and agents with authorized access to DFPS confidential information.
3. The information in Subsection 2 above is subject to DFPS' review and approval. Neither DFPS' review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Grantee's obligations under this Contract.
4. Grantee will provide, and will cause its subgrantees and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited to, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
  - a. The American Institute of Certified Public Accountants' Statement on Standards of Attestation Engagements 18 ("SSAE 18") or similar subsequent report;
  - b. General Security Controls Audit;

**ATTACHMENT D**  
**DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS**

- c. Application Controls Audit;
- d. Vulnerability Assessment; and
- e. Network/Systems Penetration Test.

**F. REMOVAL OF ACCESS.**

Grantee 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, subgrantee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.