

**Purchased Client Services Contract  
Amendment**

**Service Type: Title IV-E County (Financial)**

**Contract #23941009**

**Amendment #2013.01**

This AMENDMENT (Amendment) of contract #**23941009** (Agreement or Contract) is entered into by and between the **Texas Department of Family and Protective Services** (DFPS or the Department) and **Hidalgo County** (Contractor).

**1. Purpose**

Section V of the Agreement stipulates that the Contract may only be modified through a written amendment mutually agreed upon and signed by both parties. DFPS procured this Contract under an Interlocal Cooperation Contract for Title IV-E Child Welfare services and has been amended zero time(s).

The parties agree that: (1) changes have been made to federal or state laws, regulations, rules or policies, and this contract is amended to reflect such; and (2) this Contract needs to have the option of it being unilaterally amended as necessary to comply with changes made to federal or state laws, regulations, rules or policies and to correct obvious clerical error.

**2. Effect of Amendment on Contract**

**2.1.** Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

**2.2. Section I, Subsection B, Paragraph 1: County's Responsibilities** of the Original Contract is modified by the following:

**2.2.1. Section I(B)(1)(i) Confidentiality** is modified by adding "and Records Retention" to the title to read:

**i. Confidentiality and Records Retention**

**2.2.2. Section I(B)(1)(i)** of the Original Contract is modified by adding:

**(iv) THE CONTRACTOR MUST NOT DISPOSE OF RECORDS PERTAINING TO CHILDREN IN DFPS CONSERVATORSHIP BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.**

**2.2.3. Sections I(B)(1)(r) Officers' Total Compensation** through **I(B)(1)(t) CERTIFICATIONS** of the Original Contract are renumbered **I(B)(1)(s) Officers' Total Compensation** through **I(B)(1)(v) CERTIFICATIONS** in order to insert a new Section I(B)(1)(r).

**2.2.4. New Section I(B)(1)(r) Single Audit** is inserted into the Original Contract as follows:

**r. Single Audit.** All contractors identified as subrecipients will submit a Single Audit Determination (SAD) form in accordance

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with HHSC-OIG requirements. If applicable, Contractor will submit an annual financial and compliance audit of Contractor's fiscal year in accordance with Single Audit Requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations) and Texas Uniform Grant Management Standards. Contractor will re-procure with the objective of rotating the independent audit firm every six years. Contractor will submit verification of the re-procurement of the independent audit firm for Single Audits.

**2.2.5. Section I(B)(1)(v)(ii) Suspension, Ineligibility, and Voluntary Exclusion** is deleted in its entirety and a new Section I(B)(1)(v)(B) is inserted for same.

**B. Ineligibility, Suspension, and Voluntary Exclusion.** Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires DFPS to screen each covered Contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:

- a.** That Contractor and Contractor's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
- b.** That Contractor will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- c.** That Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

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**2.2.6. Section I(B)(1)(v)(iii) Drug Free Workplace Certification.** Section I(B)(1)(v)(iii) of the Original Contract is renumbered to Section I(B)(1)(v)(C) and revised to correct a clerical error by deleting the following language this is struck through as follows:

- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement ~~required by paragraph t.iii.a;~~
- d. Notifying the employee in the statement ~~required by paragraph t.iii.a~~ that, as a condition of employment under the grant, the employee will—
- e. Notifying the agency in writing, within ten calendar days after receiving notice ~~under paragraph t.iii.d.ii~~ from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice ~~under paragraph t.iii.d.ii~~, with respect to any employee who is so convicted—

**2.3. Section II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS** of the Original Contract is modified by adding the following provision:

**D. Payment**

- 1. The County must seek payment or adjustment to payments in accordance with the time limit specified in 45 CFR 95.1 (Code of Federal Regulations). This subpart establishes 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 bill or amended bill, which 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 in a proper and timely fashion

**2.4. Section V MODIFICATIONS. Subsection V(B)** of the Original Contract is deleted in its entirety and the following substituted for same:

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- B.** The parties to this Agreement may make modifications to the Contract according to the requirements of this section.
- 1. Bilateral Amendment.** Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.
  - 2. Unilateral Amendment.** The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances.
    - a.** to correct an obvious clerical error in this Contract;
    - b.** to incorporate new or revised federal or state laws, regulations, rules, or policies.

The parties to Contract #23941009 have duly executed this Amendment to be effective August 30, 2013.

Texas Department of Family  
and Protective Services

Contractor: Hidalgo County

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Signature  
Printed Name: Georgina Morales  
Title: Region 11 Regional Director

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Signature  
Printed Name: Ramon Garcia  
Title: Hidalgo County Judge

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Date

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Date