

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES CONTRACT AMENDMENT

This Amendment No. 1 (Amendment) modifies Contract # HHS000285100010 (Contract) and is entered into by the Texas Department of Family and Protective Services (DFPS) and Williamson County (Grantee) for IV-E County Legal services.

- I. PURPOSE.** On January 7, 2019, the Administration of Children and Families (ACF) reinterpreted IV-E Regulations to allow Texas counties to recover a portion of their costs associated with attorneys representing certain children and their parents in child welfare legal proceedings. This Amendment modifies the DFPS IV-E County Legal Contract to comply with this updated federal guidance.

II. CONTRACT MODIFICATIONS.

- A.** Both Parties agree to amend Section IV of this Contract by deleting that Section in its entirety and replacing it with the following:

"IV. CONTRACT BUDGET.

All expenditures under this Contract will be in accordance with the DFPS approved Attachment B: Budget and Cost Allocation Plan (Attachment B). No later than September 1st of each year, Grantee will submit its proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year to DFPS. If DFPS approves the Attachment B, both parties agree to incorporate the approved Attachment B into this Contract in lieu of any and all prior budget documents. If Grantee fails to submit a proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year, both parties agree to assume that Grantee will have the same budget and expenditures and use the most recently DFPS approved Attachment B as the budget for the next State of Texas fiscal year. This clause does not prohibit DFPS and Grantee from negotiating budgetary changes throughout the course of the Contract."

- B.** Both Parties agree to delete Section VII of this Contract in its entirety and replace it with the following language:

"VII. ATTACHMENTS.

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

1. Attachment A – Statement of Work
2. Attachment B – Budget Form 2030 and Cost Allocation Plan
3. Attachment C – Grant Uniform Terms & Conditions
4. Attachment D – Grant Supplemental & Special Conditions
5. Attachment E – Federal Assurances and Certifications

5. Attachment F - FY20 DFPS Finance Handbook for County Legal Contracts. This Contract will incorporate "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" until such time as DFPS updates the DFPS Title IV-E County Handbook, Section 5000, located at the following link:

https://www.dfps.state.tx.us/handbooks/Title_IV_E_County/Files/IV_EC_pg_5000.asp#IVEC_5000

After DFPS has updated the DFPS Title IV-E County Handbook, both parties agree that a notice from DFPS of the completed updates will have the effect of removing "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" from the Contract and replacing all references to such attachment with the updated DFPS Title IV-E County Handbook, Section 5000."

- C. Both Parties agree to delete Section VIII of this Contract in its entirety.
- D. Both Parties agree to amend Attachment A: Statement of Work, Section I(B) of this Contract by deleting that Section in its entirety and replacing it with the following:
- "B. Provide services in accordance with Attachment B: Budget and Cost Allocation Plan and Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts (Handbook);"
- E. Unless otherwise modified by this Bilateral Amendment or any prior Bilateral or Unilateral Amendments, the Contract will remain in full force and effect.

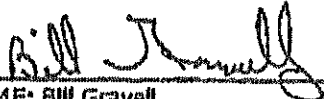
III. EFFECTIVE DATE.

This Bilateral Amendment is effective Tuesday, October 1, 2019.


IV. SIGNATORIES.

By signing this Amendment, the Parties certify that they have the requisite authority to bind their respective Party to this Amendment.

GRANTEE


NAME: Bill Gravel
TITLE: County Judge
DATE: 10/19/19

DFPS


NAME: Kristene Blackstone
TITLE: Associate Commissioner of CPS
DATE: 11/13/19

ATTACHMENT A GRANT STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES.

Grantee will perform the following:

- A. Assist the DFPS in providing fair, adequate and expeditious judicial determinations and services regarding children eligible for services under Title IV-E of the Social Security Act (Title IV-E);
- B. Provide services in accordance with Attachment B: Budget and Cost Allocation Plan and Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts (Handbook). This Contract will incorporate "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" until such time as DFPS updates the DFPS Title IV-E County Handbook, Section 5000, located at the following link:

[https://www.dfps.state.tx.us/handbooks/Title IVE County/Files/IVEC pg_5000.asp# IVEC 5000](https://www.dfps.state.tx.us/handbooks/Title%20IVE%20County/Files/IVEC_pg_5000.asp#IVEC_5000)

After DFPS has updated the DFPS Title IV-E County Handbook, both parties agree that a notice from DFPS of the completed updates will have the effect of removing "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" from the Contract and replacing all references to such attachment with the updated DFPS Title IV-E County Handbook, Section 5000;

- C. Assist DFPS in identifying and meeting the needs of the children in the Grantee's County who are referred by DFPS;
- D. 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;
- E. Maintain staffing at the level approved by the Commissioners' Court in its annual budget for each year in which the Contract is in effect;
- F. Authorize the expenditure of Grantee funds and other special funds for the children in the Grantee's County referred by DFPS;
- G. Review on a monthly basis expenditures, receipts and services delivered;
- H. 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;
- I. Use DFPS' financial and statistical reporting systems as directed by DFPS; and
- J. Submit on an annual basis Federal Assurances and Certifications as directed by the Contract Manager.

II. DFPS RESPONSIBILITIES.

DFPS will perform the following.

- A. Provide the Grantee with child population each quarter.
- B. Process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures on the submitted and approved invoice.

**ATTACHMENT A
GRANT STATEMENT OF WORK**

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.
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.

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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.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
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

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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.

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.

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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.

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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, 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-

ATTACHMENT C
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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.

ATTACHMENT C
DFPS GRANT UNIFORM TERMS & CONDITIONS

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.

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

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.

ATTACHMENT C
DFPS GRANT UNIFORM TERMS & CONDITIONS

- 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 from the DFPS Uniform Terms and 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

ATTACHMENT D
DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

B. 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.

C. SUBCONTRACTING.

As applicable under the Contract, Grantee 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.
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).

D. 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
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

ATTACHMENT D
DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

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

E. 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.

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 Clerk
APPLICANT ORGANIZATION Williamson County	DATE SUBMITTED 08-21-2018

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.

* APPLICANT'S ORGANIZATION	
Williamson County	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="DAN"/> Middle Name: <input type="text" value="X"/>
* Last Name: <input type="text" value="GATTS"/> Suffix: <input type="text"/>	
* Title: <input type="text" value="County Clerk"/>	
* SIGNATURE: <input type="text" value="DAN GATTS"/>	* DATE: <input type="text" value="08-24-2015"/>

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

NOTICE: This Contract incorporates "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" until such time as DFPS updates the DFPS Title IV-E County Handbook, Section 5000, located at the following link:

https://www.dfps.state.tx.us/handbooks/Title_IVE_County/Files/IVEC_pg_5000.asp#IVEC_5000

After DFPS has updated the DFPS Title IV-E County Handbook, both parties agree that a notice from DFPS of the completed updates will have the effect of removing "Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts" from the Contract and replacing all references to such attachment with the updated DFPS Title IV-E County Handbook, Section 5000.

5000 Legal Contracts

Title IV-E Finance Handbook for County Legal Contracts July 2019

Texas counties are mandated to represent DFPS in child abuse and neglect cases.

-Texas Family Code §264.009

On January 7, 2019, the Administration of Children and Families reinterpreted IV-E Regulations to allow Texas counties to recover a portion of their costs associated with attorneys representing certain children and their parents in child welfare legal proceedings.

-Child Welfare Policy Manual, Section 8.1B, Question 30

County attorneys or district attorneys who represent DFPS in child abuse and neglect cases and attorneys who represent children and parents (as defined in Texas Family Code §101.024) in the foster care system (including ad litem) may receive compensation for doing so by way of contracts for Title IV-E County Legal Services. Reimbursable expenditures include costs incurred to carry out the proper and efficient administration of the state plan.

County legal contracts are a subset of the types of contracts DFPS may enter into with a county for Title IV-E reimbursement. County legal contracts are subject to the same legal authorities and requirements listed in 2000 Legal Basis.

The subitems within 2000 Legal Basis of the handbook contain additional guidance and examples of allowable costs that are specific to county legal contracts.

5100 Types of Expenses

Title IV-E Finance Handbook for County Legal Contracts July 2019

Two types of expenses, Administrative and Training, are reimbursable under contracts for Title IV-E county legal services. Each type of expense is reimbursed at a different federal financial participation (FFP) level.

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

Administration

Costs directly related to the administration of the foster care program are allowable if they are:

- necessary and reasonable;
- incurred while providing proper and efficient services to children who are eligible under Title IV-E; and
- incurred in accordance with 45 CFR 75 and 45 CFR §§95.507, 1356.60(c).

Title IV-E allowable administrative costs are reimbursable at 50 percent and may include such costs as:

- salaries;
- fringe benefits;
- travel;
- supplies;
- equipment; and
- other operating expenses.

Training

Title IV-E training expenses are a subset of Administration services. The expenses are reimbursable at the rate of 75 percent rather than the 50 percent rate offered for other types of administrative services

Title IV-E training expenses include:

- salaries;
- fringe benefits; and
- travel expenses.

5110 Administration Expenditures

Title IV-E Finance Handbook for County Legal Contracts July 2019

Salaries and Fringe Benefits

Counties may claim the salaries and fringe benefits associated with legal personnel for time spent performing reimbursable Title IV-E activities for children and their parents.

Fringe benefits include, but are not limited to the following:

- Federal Insurance Contributions Act (FICA) tax, paid by the county
- Health insurance

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

- Retirement
- Workers' compensation

The distribution and apportionment of salaries and wages must be:

- in compliance with 45 CFR 75, Subpart E. Cost Principles; and
- in accordance with the county's approved budget.

The county may claim reimbursement for any allowable Title IV-E related legal services for children and their parents in the Texas foster care system. Reimbursement is provided for the percent of each staff person's time that was spent providing services specifically related to Title IV-E. Some examples of legal services that may qualify under Title IV-E may include:

- Meeting with a child client and/or child's caregiver, as applicable, or parent client prior to each statutorily required hearing
- Interviewing clients or other person with significant knowledge of the case
- Investigating the facts of the case
- Obtaining and reviewing copies of court files

Staff Whose Work May Be Reimbursed

Examples include, but are not limited to the following:

Legal	Support
Any court appointed attorney whose costs are reimbursable through the county	
District or county attorney	
Any court appoint attorneys representing children or their parents in foster care system (including ad litem)	Administrative clerical staff
Appellate attorney	Legal clerk
Assistant district attorney	Paralegal
Assistant county attorney	Receptionist
Assistant criminal district attorney	Secretary
Compliance officer (attorney)	Legal secretary
CPS unit chief attorney	Law clerk
Criminal district attorney	Interpreter (hired and paid by attorney)
Deputy division chief	
Division chief	
Supervising attorney	

Administration Travel

Travel costs are limited to the maximum Travel Reimbursement rates noted by the Texas Comptroller of Public Accounts and are limited to actual travel costs.

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

Allowable Travel Costs

Allowable costs incurred by county personnel or legal staff serving children and parents in the Texas foster care system while performing Title IV-E administrative duties may include the following:

- Meals
- Lodging
- Auto rental
- Gasoline
- Airfare
- Mileage
- Registration fees
- Parking
- Other incidental expenses, such as taxi fees and tolls

Unallowable Travel Costs

Costs that may not be reimbursed include the following:

- Gratuity
- Alcoholic beverages
- Any other items not allowed by federal regulations or not directly connected to the Title IV-E program

Supplies

The costs of supplies that are reasonable and necessary to administer the Title IV-E program are reimbursable. Purchases are charged at their actual cost after deducting all cash discounts, rebates, and allowances received.

The costs may include items not capitalized under the county policy. (See the Equipment section, below, for procedures related to the capitalization threshold.)

Equipment

The cost of equipment deemed reasonable and necessary to administer the Title IV-E program is reimbursable only if it is purchased for employees whose work relates exclusively to Title IV-E.

An item is considered equipment, if the two following conditions exist:

- The unit cost is \$5,000 or more.

Attachment F: FY20 DFPS Finance Handbook for County Legal Contracts

- The item has an estimated useful life of more than one year.

See the State of Texas capitalization policy in the document Uniform Grant Management Standards Word Document, published by the Budget, Planning, and Policy Division of the Office of the Governor.

Equipment is considered a fixed asset, as opposed to a consumable item, and therefore must be capitalized. Equipment must be tracked in a property accounting system and included in the county's inventory.

For the purpose of reimbursement through the Title IV-E program, the county's capitalization policy applies. If a county's capitalization threshold exceeds the \$5,000 limit set by the state, an item is considered capitalized equipment for Title IV-E purposes if it costs less than the county's threshold but more than the state's.

If a county does not have a capitalization policy, the state's capitalization policy applies.

Other Operating Expenses

Certain other costs that are directly related to the administration of the Title IV-E program are reimbursable.

Allowable Costs

Other costs that are reimbursable include but are not limited to the following:

- Citations by publication
- Legal mediation fees
- Expert witness fees
- Telephone (purchase and service costs)
- Professional membership fees
- Filing fees related to child welfare cases

Unallowable Costs

Other costs that are not reimbursable include but are not limited to the following:

- Salaries for court employees
- Expenses related to Texas Court Appointed Special Advocates (CASA) program
- General filing fees unrelated to child welfare cases
- Other costs associated with the normal functioning of a court
- Costs already allocated to cost allocation for federal assistance programs
- Costs associated with drug testing (including expert witnesses).

5120 Training Expenditures

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Title IV-E training costs are the costs associated with attending or participating in Title IV-E approved training. The costs must be specifically related to the Title IV-E program as indicated in Appendix B: Title IV-E Training Topics for Which the State May Claim a Title IV-E Match.

Training costs are reimbursable at the enhanced 75 percent match rate only to the extent that a training session is designed to prepare DFPS employees and limited other trainees to carry out the allowable administrative functions identified in 45 CFR, §1356.60(c)(2). Other trainees may include such persons as potential employees, foster care parents, and institution staff. The functions are listed at the beginning of 4120 Administrative Expenditures.

Training for other groups, such as the following, is reimbursable.:

- CASA volunteers
- Contracted child placement providers
- The staff of courts that hear abuse and neglect cases
- Other court-appointed special advocates representing children in court proceedings as specified in the Fostering Connections to Success and Increasing Adoptions Act of 2008.

Approval from a contract manager must be obtained before billing for Title IV-E training expenses.

Allowable Training Topics

For training to be reimbursable at the enhanced 75 percent rate for Title IV-E training, the topic of the training must be:

- related to one of the activities cited in 45 CFR §1356.60(c)(1)(2); and
- allowable as an administrative activity under the Title IV-E program.

See also the guidance provided in Section 8.1H, Child Welfare Policy Manual, published by the U.S. Department of Health and Human Services (U.S. HHS).

Allowable training topics include the following:

- Representation of children and parents in child protection proceedings
 - The American Bar Association Standards of Practice for Representing Children, Parents, and the Child Welfare Agency in Child Protection Cases
- Eligibility determination and re-determination
- Fair hearings and appeals

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- Trauma informed care training
- Referral to services
- Preparation for and participation in judicial determinations
- Placement of a child
- Development of a case plan
- Case reviews
- Case management and supervision
- Recruitment and licensing of foster homes and institutions

For additional allowable training topics see:

Appendix B: Title IV-E Training Topics for Which the State May Claim a Title IV-E Match

Guidance provided on the U.S. HHS website

Training Salaries and Fringe Benefits

The training salaries and fringe benefits paid to county legal personnel or legal staff serving children and their parents in the Texas foster care system for the actual time spent attending or participating in Title IV-E training are reimbursable.

Fringe benefits include but are not limited to the following:

- Federal Insurance Contributions Act (FICA) tax paid by the county
- Insurance
- Retirement
- Workers' compensation
- Professional membership fees

The time spent traveling to and from the Title IV-E training may be included.

Travel for Title IV-E Training

Travel expenses incurred by county legal personnel or legal staff serving children and their parents in the Texas foster care system while attending or participating in Title IV-E training are reimbursable.

Travel costs are limited to the maximum Travel Reimbursement[External Link](#) rates noted by the Texas Comptroller of Public Accounts and are limited to actual travel costs.

Reimbursable travel costs may include the following:

- Meals

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- Lodging
- Auto rental
- Gasoline
- Airfare
- Mileage
- Registration fees
- Parking
- Other incidental expenses, such as taxi fees and tolls

Exception

Training that is not directly related to Title IV-E topics is not reimbursable at the 75 percent enhanced rate, but may be reimbursable at the 50 percent Administration match rate. Allowable cost is based on the percentage of time that the employee who attends the training is otherwise engaged in Title IV-E activities.

For more guidance on claiming training that is not related to Title IV-E as an administrative expense, contact the contracts administrator.