COUNTY AUDITOR
11 OCT 21 PM 4: 18

State of Texas Title IV-E County Legal Services Contract

Contract #23939924

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Collin (County), pursuant to the authority granted and incompliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care, Extended Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases. "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence. Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Costs directly related to the administration of the foster care program and extended foster care are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95.507, and 45 CFR §1356.60(c).

2. Training Expenditures for Title IV-E training costs associated with attending or participating in IV-E approved training.

B. Statement of Work

1. County's Responsibilities:

   a. The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act. The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;

   b. The County will comply with the following requirements:

      (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;

(ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;

(iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and;

(iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.

c. The County will provide the money required as match for federal funds under this Contract. In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.

d. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.

e. The County will participate in DFPS' financial and statistical reporting systems.

f. Health and Safety

(i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;

(ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and

(iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.

g. Confidentiality

(i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County will immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information.

(ii) Nothing in this Section will be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.

(iii) The provisions of this Section will remain in full force and effect following termination of, or cessation of the Services required by this Contract.

h. The County will adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.

i. The County will maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.

j. The County will submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.

k. The County will allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.

l. The County will not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.

m. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);

(ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

(iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);

(iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

(v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

(vi) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and

(vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

1) Contractor agrees to comply with all amendments to the above-referenced 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 may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor 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. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

3) Contractor agrees to comply with Executive Order 13279, and it's 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, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.

5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section 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

n. Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor.

2. DFPS' Responsibilities:

   a. DFPS will provide the County with the child population rate each quarter; and

   b. DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CLIVE, which includes Attachments "A" and "B" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.

2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.

3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

C. Billing Requirements:

1. The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.

2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.

3. If the quarterly Billings for the County average or are expected to average less than $1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.

4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

SECTION III. TERM OF CONTRACT

This Contract will be in force effective October 1, 2011 through September 30, 2012 and will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner.

SECTION IV. INCORPORATION BY REFERENCE. The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

A. Cost Allocation Plan and supporting narrative

B. Designation of authorized signatory for the Contractor

C. Form 2047e, Certification Regarding Federal Lobbying

D. Copy of approved Indirect Cost Agreement

E. Other forms, as needed: Form 2030CLIVE

SECTION V. MODIFICATIONS

A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.

B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

SECTION VI. TERMINATION

A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.

B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:

1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and

3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.

C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract will otherwise terminate by the date specified pursuant to Section III, above.

SECTION VII. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

Texas Department of Family and Protective Services

Signature
Printed Name: Lisa R. Black, MSW
Printed Title: Regional Director

9/28/11
Date

Collin County

Signature
Printed Name: Keith Self
Printed Title: County Judge

8/31/1
Date

FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor 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.

Keith Self **Printed Name of Authorized Representative**	Keith Self **Signature of Authorized Representative**
County Judge **Title of Authorized Representative**	8/31/11 **Date**
Collin County **Legal Name of Contractor**	23939924 **Contract Number**

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE
July 2011

Contractor Name: Collin County **Procurement Number:** NA

Fiscal Year: 2012 **Contract Number:** 23939924

Please refer to instructions at end of this questionnaire.

SECTION I: FINANCIAL POSITION

(This section should be answered about your organization as a whole.)

1.	Please indicate the accounting system in place (e.g., accrual, cash, or modified accrual). modified accrual	
2.	Does your organization complete yearly financial statements (e.g., Balance Sheet, Income Statement, Cash Flow)? *If yes:* *a. Please list the name(s) of the person(s) responsible for preparing the annual financial statements:* Jeff May, County Auditor *b. Please attach copy of your most current statements and mark as* ***ATTACHMENT# I-2*** *If no, please provide any manual or automated information maintained regarding your current financial position and mark as* ***ATTACHMENT #I-2.***	☒Yes ☐No
3.	Are your accounting and financial system operations audited at regular intervals by an independent auditor (Certified Public Accountant)? Note that this is not referring to compliance monitoring performed by State Contract Managers. If yes: a. Attach an original, bound audit report and management letter (if applicable) as provided by the independent auditor. Mark as **ATTACHMENT #I-3**. b. Please indicate the frequency with which your accounting records are audited by an independent auditor. Annually c. Please describe how independent audit results are shared with the governing body of your organization. Posted on Commissioners Court	☒Yes ☐No

Texas Dept of Family and Protective Services

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

Form 9007CIVE
July 2011

SECTION II: INTERNAL CONTROLS

II. A. GENERAL/ACCOUNTING CONTROLS

(This section should be answered about your organization as a whole. When a question mentions "contracts," it is referring to any contract or grant you administer with funding received through DFPS or any other state or federal agency.)

1.	Has the county submitted a cost allocation plan to DFPS for review? *If no, please attach a description of your allocation process and mark as* ***ATTACHMENT #II-1****.*	☒ Yes ☐ No ☐ N/A
2.	Please attach a list of all of your contracts with state agencies, including DFPS. For each contract, include: state agency name, type of service provided, contract number, dollar amount, and payment method (e.g., cost reimbursement, fee for service). Mark as **ATTACHMENT #II-2**.	
3.	Does your organization maintain a separate ledger account for: a. Deposits for each source of funds? ..... b. Disbursement of each source of funds? ..... Please provide a copy of your chart of accounts, and a description of how your accounting system identifies contract revenues and expenditures separately, and mark as **ATTACHMENT #II-3**.	☒ Yes ☐ No ☒ Yes ☐ No
4.	Are costs and expenditures under budgetary control for: a. Total contract budget? ..... b. By budget category?	☒ Yes ☐ No ☒ Yes ☐ No
5.	Do all purchases require approval from an authorized individual in the requesting department?	☒ Yes ☐ No

6. Indicate the name and title of individual(s) authorized to:

SIGN CHECKS OR AUTHORIZE PAYMENTS	APPROVE PURCHASES (INCLUDING ON-LINE AND CREDIT CARD)	PREPARE PAYMENTS (CHECKS AND ELECTRONIC FUND TRANSFERS)	RECONCILE ACCOUNTS (INTERNAL ACCOUNTS TO BANK RECORDS)	CONTROL INVENTORY	RECEIVE CASH
Name: Jeff May	Name: Purchasing Department	Name: AP Dept	Name: Treasury	Name: Purchasing Dept	Name: Treasury
Title: County Auditor	Title:	Title:	Title:	Title:	Title:
Name: Stacy Kemp	Name:	Name:	Name:	Name:	Name:
Title: County Clerk	Title:	Title:	Title:	Title:	Title:

7. Are all expenditures reconciled with your general ledger?
If no, please explain. ☒ Yes ☐ No

_____

8. How often are bank accounts reconciled to internal check registers?

☒ Monthly ☐ Quarterly ☐ Other (please specify)_____

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

9.	Is your accounting system automated? **If no, please skip to Question #17.**	☒Yes ☐No
10.	Please describe how your accounting system is secured and/or protected (e.g. location, the use of passwords, access limits, checks and balances). Authorization and Passwords	
11.	Please specify the name(s) and title(s) for the individuals with access to the accounting system to perform the following functions: Review Only: Accounting Record Transactions: Accounts Payable, Treasury Update/Change: First Assistant Delete: First Assistant	
12.	Please explain the process (initiation, review, approval, etc.) for making updates, changes, deletions, and year end adjustments to the accounting system. Staff to Supervisor to First Assistant	
13.	Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and/or after data entry and editing?	☒Yes ☐No
14.	Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?	☒Yes ☐No
15.	Is the data entered into the accounting system verified? *If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done.* CPS Staff review before sending to Collin County Auditor's Office Auditor's review before Accounts Payable entry and payment.	☒Yes ☐No
16.	What, if any, additional internal controls and approvals are in place within the organization to ensure payments made are valid and authorized? Budgetary controls on general ledger accounts utilized	
17.	Are all checks pre-numbered and accounted for? If no, please explain.	☒Yes ☐No
18.	a. Are all disbursements (excluding petty cash) made by check?	[ ]Yes ☒No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

	If no, what other means does your organization use to make disbursements? wire transfers b. Is a check register (disbursement journal) used to record disbursements and maintain balances? If no, how are disbursements and balances tracked?	☒Yes ☐No
19.	Are all disbursements approved prior to payment? If no, please explain.	☒Yes ☐No
20.	Is there any additional review or special approval required for payment transactions (check or electronic disbursement) that exceed a specific dollar amount? *If yes, please specify the dollar limit(s), name(s) and title(s) of responsible staff.*	☐Yes ☒No
21.	Does your organization have a system for tracking: a. Voided checks? ..... b. Credit card transactions? ..... c. Other electronic transactions? ..... If no, please explain.	 ☒Yes ☐No ☐Yes ☐No ☒Yes ☐No ☐N/A
22.	If a check-signing machine is used, are the facsimile signature plates safeguarded? If no, please explain.	☒Yes ☐No ☐N/A
23.	Are unused checks safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the facsimile signature machine? Please indicate name and title of person who has custody of unused checks. Accounts Payable and Payroll	☒Yes ☐No
24.	Are the following practices prohibited: a. The drafting of checks to "CASH"? ..... b. The signing of blank checks? ..... If no, please explain.	 ☒Yes ☐No ☒Yes ☐No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

	_____	
25.	Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register)? *If yes, please attach an explanation of your purchase orders/requisition controls and mark as **ATTACHMENT #II-25**.*	☒Yes ☐No ☐N/A
26.	Are supporting documents (e.g., service authorizations, invoices, receipts, approvals, receiving reports, canceled checks) maintained with each disbursement and clearly referenced for easy location and retrieval? *If yes, please attach an explanation and mark as **ATTACHMENT #II-26**. The attachment should describe your process for maintaining supporting documentation, such as:* • *How supporting records are kept and filed (e.g., filed by check number, month of payment)?* • *How documents are marked when paid to prevent duplication of claims?* • *How authorizations are maintained internally?*	☒Yes ☐No
27.	Do supporting documents accompany checks for the check signer's signature?	☒Yes ☐No
28.	Are invoices marked to identify allocation of payment?	☒Yes ☐No
29.	Does your organization have procedures to identify costs and expenditures not allowable under federal and/or state regulations? *If yes, please attach an explanation of your system for identifying unallowable costs/expenditures and mark as **ATTACHMENT #II-29***	☒Yes ☐No
30.	Does your organization have a contract file for each contract? *If yes, does each contract file contain:*	☒Yes ☐No
	a. The executed contract with all attachments?	☒Yes ☐No
	b. A copy of each contract amendment (as applicable)?	☒Yes ☐No
	c. Billing documents?	☒Yes ☐No
	d. Documentation of contract performance?	☒Yes ☐No
	e. Related correspondence?	☒Yes ☐No
	f. A copy of each subcontract agreement (as applicable)?	☒Yes ☐No ☐NA
	If no to any of the above, please explain. _____	
31.	Does your organization have a process to prevent unauthorized access to confidential information related to your contracts (for example, sensitive client information or records)? *If yes, please attach a copy of your procedures for safeguarding contract information and mark as **ATTACHMENT #II-31**.*	☒Yes ☐No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

II. B. PERSONNEL		
32.	Does your organization have written personnel policies? If no, please explain. _____	☒Yes ☐No
	If yes, are personnel policies distributed to all employees?	☒Yes ☐No
	Do the personnel policies include:	
	a. Hiring policies?	☒Yes ☐No
	b. Performance evaluations?	☒Yes ☐No
	c. Termination policies?	☒Yes ☐No
	d. Time and leave policies?	☒Yes ☐No
	e. Conflict of interest policies?	☒Yes ☐No
	f. Nepotism policies?	☒Yes ☐No
	g. Related-party policies?	☐Yes ☒No
33.	Does your organization require individual time or activity sheets to be prepared at least monthly for personnel (part-time, full-time, and/or in-kind volunteers)? If no, please explain. _____ *If yes, please submit a blank time sheet and/or activity sheet and a copy of the related policy. Mark as **ATTACHMENT II-33**.*	☒Yes ☐No
34.	Does your organization have on file an established rate of pay and withholding information for each employee? If no, please explain. _____	☒Yes ☐No
35.	Does your organization have a written job description with a set salary level for each position? If no, please explain. _____	☒Yes ☐No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

36.	Is the amount being paid to each employee based on documentation of actual hours worked?	☒Yes ☐No
37.	a. Is your organization current with your payroll taxes? ..... b. Does your organization pay payroll taxes directly? ..... If no, please explain and indicate name of withholding agent. _____	☒Yes ☐No ☒Yes ☐No
II. C. TRAVEL		
38.	Are travel expenditures substantiated by travel vouchers, travel logs or other supporting documentation? If no, please explain. _____ *If yes, please submit a copy of your travel policy, a blank travel voucher and a blank travel log. Mark as **ATTACHMENT II-38.***	☒Yes ☐No ☐N/A
II. D. EQUIPMENT		
39.	a. Please specify the level of capitalization (dollar amount) used by your organization. $5000 b. Please provide your organization's definition of equipment: Furniture or equipment with a value of $5000 or more and a useful life of one year or more.	
40.	Does your organization conduct a physical inventory of capital equipment purchased with federal funds? If yes, how often? Annually	☒Yes ☐No
41.	Has DFPS funds been used (in whole or in part) to purchase equipment or controlled assets (e.g., computers, furniture, cameras, camcorders, laser disc (DVD) players, TVs)? **Note:** Contractors should review the Comptroller's State Property Accounting User Manual at https://fmx.cpa.state.tx.us/fmx/spa/classcodes/control.php for the most current listing of controlled assets. Contractors must add these items classified as controlled assets to their inventory list based on the noted acquisition costs. **If no, please skip to Section II.E. Subcontractors.**	☐Yes ☒No
42.	Are inventory records maintained that include: item description, serial number, funding source(s), acquisition cost, acquisition date and inventory number?	☐Yes ☐No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

	Please attach a blank inventory form and mark as ***ATTACHMENT #II-42***	
43.	Are all equipment items and controlled assets tagged for the purpose of internal tracking and inventory?	☐Yes ☐No
44.	Does your organization have policies regarding the documentation required for equipment that has been disposed of? If yes, please attach a copy of your equipment disposal policy and mark as ***ATTACHMENT #II-44***.	☐Yes ☐No

II. E. SUBCONTRACTORS

If your organization does not subcontract DFPS services, or does not intend to subcontract DFPS services, mark N/A ☒ here and skip to Section II.F. Title IV-E Child Welfare Services Contract Information.

45.	Please describe how your organization selects subcontractors. _____	
46.	If your organization has state contracts for $100,000 or more, is a good faith effort made to subcontract with Historically Underutilized Businesses (HUBs)? If no, please explain. _____	☐Yes ☐No ☐N/A
47.	Does your organization maintain a written subcontract agreement with each subcontractor? If no, please explain. _____	☐Yes ☐No
	If yes, does each subcontract agreement include:	
	a. All parties to the contract?	☐Yes ☐No
	b. A Statement/Scope of Work?	☐Yes ☐No
	c. When services are to be performed?	☐Yes ☐No
	d. Rates of pay?	☐Yes ☐No
	e. A measurable method of payment?	☐Yes ☐No
	f. A description of contract performance requirements?	☐Yes ☐No
	g. A requirement for and description of monitoring to be conducted?	☐Yes ☐No
	h. Reference or include all terms required by contract?	☐Yes ☐No
	i. A termination clause?	☐Yes ☐No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

	If no for any of the above, please explain. _____	
48.	Does your organization have procedures to monitor that subcontracted services are being delivered and subcontractors are being paid as required by contract(s)? *If yes, please attach a copy of your subcontractor monitoring procedures and mark as **ATTACHMENT #II-48**.*	☐Yes ☐No

SECTION II. F: TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION

This section pertains only to any **County Title IV-E Child Welfare Services Contracts** with DFPS and *does not* pertain to any **Title IV-E County Legal Services Contract** with DFPS. For purposes of this Section, the terms County and County Child Welfare Board are synonymous.

49.	If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?	☐Yes ☐No ☒N/A
50.	Does the County Child Welfare Board have a process that Caseworkers must follow in order to obtain assistance from the County Child Welfare Board for a Foster Child? If yes, is the above policy a written (published) policy? *If yes, please attach a description of the process or a copy of the written policy and mark as **ATTACHMENT #II-50**.*	☒Yes ☐No ☐Yes ☐No
51.	Has/have the county Title IV-E contract(s) been audited by county internal or external auditors? If yes, please enter date of last audit. 1/7/11	☒Yes ☐No
52.	Do the region and the county conduct an annual review of the county Title IV-E contracts? If yes, please enter date of last review. 1/7/11 **Note:** An annual review of the contract is specified in the contract.	☒Yes ☐No
53.	How does the Child Welfare Board pay for supplemental child-care expenses? *Please provide a description of the process used to pay supplemental child care expenses, including the name and/or position of responsible person/staff and mark as **ATTACHMENT #II-53**.*	
54.	What back-up documentation does the county maintain to support Title IV-E reimbursements? Checks, receipts all CPS forms *Please provide a description of the required documentation and mark as **ATTACHMENT #II-54**.*	
55.	Who maintains the documentation within the county (e.g., Child Welfare Board, County Auditor)? Provide the name of the county Department or name and/or position of responsible person/staff. County Auditor	

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ $25,000

56.	Who, within the county, signs the County Title IV-E Claims Voucher (Form 4116 – State of Texas Purchase Voucher Quarterly Billing)? Please provide the name and/or position of the responsible person/staff. Keith Self, County Judge	
57.	How does the county ensure the County Title IV-E Claims Voucher is reconciled with the county's general ledger? County Auditor's Office	
58.	Does the county have a process to ensure that all expenditures claimed are allowable? *If yes, please attach a description of the process and mark as* ***ATTACHMENT #II-58****.*	☒Yes ☐No
59.	Does the county have a process to ensure that all raised or donated funds used as certified match for the County Title IV-E Claims Voucher are unrestricted funds? *If yes, please attach a description of the process and mark as* ***ATTACHMENT #II-59****.*	☐Yes ☒No
60.	How does the county know which children are IV-E eligible? Quarterly lists provided by TDFPS. Please provide a description of the process and the name and/or position of responsible person/staff and mark as ***ATTACHMENT #II-60.***	

CERTIFICATION

Signed by an individual with documented 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

8/31/11
Date

Keith Self
Printed/Typed Name

County Judge
Title