ATTACHMENT D
DFPS GRANT SUPPLEMENTAL & SPECIAL CONDITIONS

SECTION I
SUPPLEMENTAL CONDITIONS

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

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

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

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

Background Checks and Removal.
1. For the purposes of background checks, members are considered volunteers.
2. If members have regular access to DFPS clients, a background check is required and the Grantee will submit information necessary for DFPS to conduct background checks on its volunteers according to DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the volunteer can have regular access to DFPS clients, the Grantee must receive notice from DFPS that the background check has been approved.
3. If while providing direct services, having direct client contact and/or access to client records, the Grantee becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the Grantee will notify DFPS within ten business days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

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SECTION II
SPECIAL CONDITIONS

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

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

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

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

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

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

C. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation.

D. SUBCONTRACTING.

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

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

E. INFORMATION SECURITY REQUIREMENTS.

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

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

F. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated/internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subgrantee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.