

Contract #23939923

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COUNTY AUDITOR
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THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or Department) and Collin (County), pursuant to the authority granted and in compliance 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 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. Under this Contract, allowable services (Services) include the following as described herein and as qualified in 4000 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. Foster Care Maintenance Payments which are defined in Section 475(4), Social Security Act, as "payments to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child and reasonable travel to the child's home for visitation. In the case of institutional care, such term will include the reasonable costs of administration and operation of such institution as are necessarily required to provide the items described in the preceding sentence;"
2. Administrative Expenditures necessary for the proper and efficient administration of DFPS' Title IV-E State Plan as described in this Contract and as further described in 45 CFR 1356.60; and
3. Training Expenditures for:
 - (i) the short term training of personnel employed or preparing for employment with DFPS or by the County administering portions of the Title IV-E State Plan described in this Contract; and/or
 - (ii) short-term training of current or prospective foster parents and the members of the staff of DFPS-licensed or DFPS-approved childcare institutions providing care to foster children so as to increase their abilities to provide support and assistance to foster children.

The County will ensure the establishment and maintenance of a Child Welfare Board within the County to, in accordance with Section 264.005, Texas Family Code, provide coordinated state and local public welfare services for children and their families. In addition, the establishment of the Child Welfare Board will serve to coordinate the use of federal, state, and local funds for the Services.

B. Statement of Work

1. County's Responsibilities:

- a. 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 establish and maintain a Child Welfare Board in accordance with Section 264.005, Texas Family Code. The members of the Child Welfare Board will serve a three year term on a rotating basis. Initially, the members will be designated to serve the following terms: 1/3 of the members appointed to three year terms; 1/3 of the members to a two year term; and 1/3 of the members to a one year term. In successive years, from two to five new members will be appointed.
- c. The County will ensure that the Child Welfare Board complies 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) Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County referred by DFPS;
 - (iii) 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;
 - (iv) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS;
 - (v) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month; and
 - (vi) Prescribe such bylaws, not inconsistent with the terms of this Contract and applicable State laws, as may be necessary or desirable to ensure the efficient operation of the Child Welfare Board. Such bylaws will be approved by written order of the Commissioners' Court.
- d. 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.
- e. 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.
- f. The County acknowledges that a portion of the children referred by DFPS will be ineligible for Title IV-E for purposes of reimbursement under this Contract. To ensure the intent of Section 264.102, Texas Family Code is adhered to, the County will continue, and will allow the Child Welfare Board to continue, to provide child welfare services to this population of children.
- g. The County will participate in DFPS' financial and statistical reporting systems.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

- m. 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.
- n. 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.
- o. The County will require the Child Welfare Board to comply with all applicable terms of this Contract.
- p. **FFATA Reporting.** County must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in q. if County is a recipient of a federal sub-award. No direct payment will be made to County for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in q. are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of County's obligations under this Contract. DFPS may provide written notice to County of any such change in accordance with this Contract, but such notice will not be a condition precedent to County's duty to comply with revised OMB reporting requirements.
- q. **Sub-Award Reporting.** If County is a recipient of a federal sub-award, County will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.
 - i. **Sub-award Information.** A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of \$25,000 or more, (and any modifications to these contracts that change previously reported data):
 - a. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.
 - b. Name of the Contractor.
 - c. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - d. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- r. **Officers' Total Compensation (Top 5).** According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the County will report the names and total compensation of each of the five most highly compensated executives for the County's preceding completed fiscal year if—
 - i. In the County's preceding fiscal year, the County received—
 - a. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

- b. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- r. **Anti-Discrimination.** 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. §2011 *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 its 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
- s. **Fair Labor Standards Act.** 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.
- t. **CERTIFICATIONS.** The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agrees that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:
- i. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:
 - a. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, 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.
 - b. 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 will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
 - c. Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.
 - d. Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

- ii. **Suspension, Ineligibility, and Voluntary Exclusion.** In accordance with Executive Orders 12549 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following:
 - a. That each party is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
 - b. That each party will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.
 - c. That each party will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.
- iii. **Drug-Free Workplace Certification.** Each party certifies that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about—
 - i. The dangers of drug abuse in the workplace;
 - ii. The grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph t.iii.a.;
 - d. Notifying the employee in the statement required by paragraph t.iii.a. that, as a condition of employment under the grant, the employee will—
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph t.iii.d.ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph t.iii.d.ii. with respect to any employee who is so convicted—
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- iii. Making a good faith effort to continue to maintain a drug-free workplace.

2. DFPS' Responsibilities:

- a. DFPS will refer children to the Child Welfare Board for Services;
- b. DFPS will provide the County with a list of IV-E eligible children in the County for Billing purposes; and
- c. 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 2030CWIVE, which includes Attachments "A", "B", and "C" (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. This Contract 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, if applicable
- B. Form 2031, Signature Authority Designation
- C. Copy of approved Indirect Cost Agreement, if applicable
- D. Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications
- E. Form 2030CWIVE

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

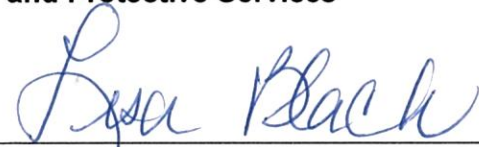
- A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided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

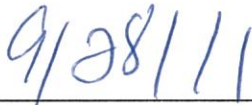
**Texas Department of Family
and Protective Services**



Signature

Printed Name: Lisa R. Black

Printed Title: Regional Director



Date

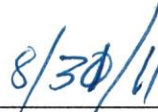
Collin County



Signature

Printed Name: Keith Self

Printed Title: County Judge



Date