



Collin County Purchasing

2022-215

Professional Audit Services

Issue Date: 7/19/2022

Questions Deadline: 8/4/2022 05:00 PM (CT)

Response Deadline: 8/18/2022 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Michelle Michaelis, Buyer II

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4113

Fax: (972) 548-4694

Email: mmichaelis@co.collin.tx.us

Event Information

Number: 2022-215
Title: Professional Audit Services
Type: Request for Proposal - Other
Issue Date: 7/19/2022
Question Deadline: 8/4/2022 05:00 PM (CT)
Response Deadline: 8/18/2022 02:00 PM (CT)
Notes: Collin County ("County") is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the calendar year ending September 30, 2022, 2023 and 2024 with the County option of the selected firm auditing its financial statements for each of the two subsequent fiscal years 2025 and 2026.

Ship To Information

Address: Ste. 3160
See purchase order
McKinney, TX

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Activities

Deadline to Submit Questions

8/4/2022 4:00:00 PM (CT)

Bid Attachments

2022-215 Legal Notice.docx

Legal Notice

[View Online](#)

General_Instructions_Proposals 09.03.21.docx

General Instructions - Proposal - updated 09.03.21

[View Online](#)

Terms_of_Contract_Proposals_-_2.10.21.docx

Terms of Contract - Proposals

[View Online](#)

Insurance updated 1-26-2015.doc

Minimum Insurance Requirements

[View Online](#)

2022-215 Audit Specifications.docx

2022-215 Audit Specifications

[View Online](#)

ATTACHMENT A - Proposer Guarantees.docx

ATTACHMENT A - Proposer Guarantees

[View Online](#)

ATTACHMENT B - Proposer Warranties.docx

ATTACHMENT B - Proposer Warranties

[View Online](#)

Copy of ATTACHMENT C - Part One Professional Fees 2021 - 2023.xlsx

ATTACHMENT C - Part One Professional Fees 2021 - 2023

[View Online](#)

Copy of ATTACHMENT C - Part Two Professional Fees 2021 - 2023.xlsx

[View Online](#)

ATTACHMENT C - Part Two Professional Fees 2021 - 2023

ATTACHMENT D 2021-Management Letter.pdf

[View Online](#)

Attachment D - Management Letter

ATTACHMENT E - TJPC Annual Financial Report 2021.pdf

[View Online](#)

ATTACHMENT E - TJPC Annual Financial Report 2021

ATTACHMENT F - CJAD Annual Financial Report 2021.pdf

[View Online](#)

ATTACHMENT F - CJAD Annual Financial Report 2021

ATTACHMENT G - FY 2021 Single Audit Report.pdf

[View Online](#)

ATTACHMENT G - FY 2021 Single Audit Report

HB23_CIQ.docx

[View Online](#)

Information Regarding Conflict of Interest Questionnaire

CIQ_113015.pdf

[View Online](#)

Conflict of Interest Questionnaire

W-9 rev 2018.pdf

[View Online](#)

W-9 Form

Requested Attachments

Proposal/Response to RFP

(Attachment required)

W9

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1	<p>eBid Notice</p> <p>Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

(Required: Maximum 4000 characters allowed)

3 Exceptions

Do you take exception to the specifications? If so, by separate attachment, please state your exceptions.

Yes No

(Required: Check only one)

4 Insurance Acknowledgement

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

5 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

6 Reference No. 1

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

7 Reference No. 2

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

8 Reference No. 3

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

(Required: Maximum 4000 characters allowed)

9 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

10 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

11 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

12 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

**1
3 Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

**1
4 Notification Survey**

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
 Other

(Required: Check only one)

**1
5 Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

**1
6 Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

17 Firearm Entities and Trade Associations Discrimination

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

18 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

- 1. Is your principal place of business in the State of Texas?
- 2. If your principal place of business is not in Texas, in which State is your principal place of business?
- 3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
- 4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

19 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

2 **Cooperative Contracts**

0 As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

Bid Lines

1 State total all-inclusive maximum price for audit 2022 per Attachment C, Professional Fees Sheet.

(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 State Total all-inclusive maximum price for audit 2023 per Attachment C, Professional Fees Sheet.

(Response required)

Quantity: 1 UOM: lot Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

3 State total all-inclusive maximum price for audit 2024 per Attachment C, Professional Fees Sheet.

(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Print Name

Signature

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.

1.0.1.4 RFP: refers to Request for Proposal.

1.0.1.5 CSP: refers to Competitive Sealed Proposal

1.1 If Offeror does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in Submittals or to accept such Submittals as it shall deem to be in the best interest of Collin County.

1.7 All RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic Submittals will be accepted. RFPs and CSPs may be submitted in electronic format via Collin County eBid.

1.9 All RFPs and CSPs submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form. RFPs, and CSPs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.

1.11 For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to a RFP or CSP and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.18 Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

1.18.1 have adequate financial resources, or the ability to obtain such resources as required;

1.18.2 be able to comply with the required or proposed delivery/completion schedule;

1.18.3 have a satisfactory record of performance;

1.18.4 have a satisfactory record of integrity and ethics;

1.18.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of a RFP/CSP Submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Offerors during the solicitation process is subject to release under the Act.

1.22 The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful Offeror upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of

\$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Enginner may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

2.38 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

- Each Occurrence/Aggregate: \$1,000,000

3.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.3 All insurance shall be purchased from an insurance company that meets the following requirements:

3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 EVALUATION CRITERIA AND FACTORS

4.1 The award of the contract shall be made to the responsible offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Proposals in accordance with Vernon’s Texas Code Annotated, Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon “selection levels.” The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

The first part of the elevation process is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Offerors may, at the discretion of the County, be contacted to submit clarifications or additional information within two business days.

LEVEL 1 – CONFORMANCE WITH MANDATORY REQUIREMENTS

The following documents shall be submitted as part of the proposal. Failure to provide these documents shall deem vendor as non-responsive.

1. The audit firm is independent and licensed to practice in Texas. (Section 6.3)
2. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years. (Section 6.3)
3. The audit firm has no conflict of interest with regard to any other work performed by the firm for Collin County. (Section 6.3)
4. The audit firm submits a copy of its most recent external quality control review report. (Section 6.3)
5. Audit firm submits response to section 6.0. (Section 6.3)

Level 2 – Detailed Proposal Assessment (Maximum 70 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. Criteria evaluated in Level 2:

Points	Evaluation Criteria
35	Expertise and Experience – Technical experience, Classification of staff (including consultant), Audit Team Determination and Size and structure of the firm (See section 5.0, 6.1 – 6.4)

30	Audit Approach – (See section 6.5)
5	Overall Response to RFP

Offerors who score 49 points (70%) and above will be will elevate to the next evaluation level.

Level 3 – Cost (Maximum 30 Points)

Offerors who are elevated to this level will have their points combined from level 2 for a maximum 100 points total.

Points	Evaluation Criteria
30	Cost (Proposal Format Item 6.6)

Level 4 – Demonstration and Interviews (optional) (Maximum 60 Points)

The Evaluation Committee may request to hear oral presentations and/or interviews from selected offerors that have been elevated to Level 4. Offerors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request them. The oral presentation is an opportunity for the County Evaluation Committee to ask questions and seek clarification of the proposal submitted. Time scheduled for any presentation will be structured with a minimum time for the contractor to make an initial presentation with the majority of time dedicated to addressing questions from the Evaluation Committee. The oral presentations, if held, will be scheduled accordingly and all presenting contractors will be notified of time and date.

The following criterion is optional and will be used to evaluate those contractors elevated for interviews.

Points	Evaluation Criteria
45	Demonstration/Interview
10	Response to clarification questions
5	References

Proposals may be re-evaluated based upon Criteria in level 2.

Level 5 - Best and Final Offer

Offerors who are susceptible of receiving award will be elevated to Level 5 for Best and Final Offer. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals will be re-

evaluated based upon Criteria in level 2, 3 and 4 if requested. Based on the result of the Best and Final Offer evaluation, a single offeror will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the County, it reserves the right to contact any of the other contractors that have submitted responses and enter into negotiations with them.

5.0 GENERAL INFORMATION & SPECIFICATIONS

- 5.1 Authorization: By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for RFP 2022-215 Services, Professional Audit.
- 5.2 Intent of Request for Proposal:
Collin County (“County”) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the calendar year ending September 30, 2022, 2023 and 2024 with the County option of the selected firm auditing its financial statements for each of the two subsequent fiscal years 2025 and 2026. These audits are to be performed in accordance the provisions contained in this request for proposals, using generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (2018), the provisions of the federal Single Audit Act of 1984 (as amended in 2019) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
- 5.3 Term: Provide for a term contract of three (3) years beginning October 1, 2022 for the purpose of auditing the County’s financial statements for calendar years ending September 30, 2022, 2023, and 2024, with the option to renew for two (2) additional one-year periods.
- 5.4 Point of Contact: Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Purchasing Department or email mmichaelis@co.collin.tx.us, Michelle Michaelis, Senior Buyer.
- 5.5 Funding: Funds for payment have been provided through the County budgetary process. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 5.6 Price Reduction: If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 5.7 Price Re-determination: A price re-determination may be considered by Collin County only at the anniversary date of a renewal year of the contract. For purpose of this contract the anniversary date will be October 1st of each year. All requests for price re-determination shall be in written form, shall be submitted a minimum of ninety (90) days prior to anniversary date and shall include documents supporting price re-determination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage

Rates, etc. Collin County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County.

- 5.8 Completion/Response Time: Offeror shall place product(s) and/or complete services at the County’s designated location according to the schedule proposed by offeror in Section 5.18.
- 5.9 Approximate Value: Amount paid for FY2021 audit services was \$91,300.00.
- 5.10 Background Check: The County may require a background check for all employees that will be working on site or by VPN performed by Collin County before any work may be performed. The selected offeror shall be provided the required documents to submit required information for background checks.
- 5.11 **PROPOSAL SCHEDULE**

Event	Date
RFP Opens	7/19/2022
Questions Due from Vendors	8/4/2022
RFP Closes and all Responses Due at 2 p.m. CST via eBid portal	8/18/2022
Evaluate by Committee / Possible Virtual Presentations	8/22-9/9
Estimated Award of Solicitation	September 2022
Effective date of Contract	10/01/2022

Collin County reserves the right to change the schedule of events as it deems necessary.

5.12 **PURPOSE/SCOPE OF WORK**

The County requires the following known audits to be performed by selected Offeror, hereinafter referred to as “Consultant”. Other audits or related services may be required.

5.12.1 Main audit which consist of:

- The Comprehensive Annual Financial Report and the Single audit Report (Federal and State).

5.12.2 Two (2) single audits:

- For Texas Juvenile Probation Commission (TJPC)
- Community Supervision and Corrections Department (CSCD-Adult Probation).

5.12.3 The County requires the consultant to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

5.12.4 The County also desires the consultant to express an opinion on the fair presentation of County combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The consultant is not required to audit the supporting schedules contained

in the comprehensive annual financial report. However, the consultant is to provide an "in-relation-to" report on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The consultant is not required to audit the introductory section or the statistical section of the report.

5.12.5 The consultant shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

5.12.6 The consultant is not required to audit the schedule of expenditures of federal awards. However, the consultant is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

5.12.7 As required as an integral part of an audit, the consultant is expected to obtain an understanding of the internal control structure of the County and whether the internal controls have been placed in operation.

5.12.8 The consultant's review of procedures and controls surrounding the use of technology must be performed to provide assurance of the reliability of financial results produced from or maintained on county Information Technology resources. Through this testing and their related activities, the selected audit firm will need to consider the unique environment presented by the distributed control over information systems used to originate and process financial transactions in each of the county's departments and elected official's offices. The audit firm must provide sufficient resources for the completion of a comprehensive assessment of both application and general computer controls assessment. At a minimum, this assessment must address the requirements of the AICPA's Statement of Audit Standard (SAS) 109 and 110 (the design and operational effectiveness of application and general controls which include logical and physical security, change control, environmental controls).

5.13 **AUDITING STANDARDS TO BE FOLLOWED**

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 2019) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments.

- 5.13.1 In addition, the audit shall be performed in accordance with the requirements of Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter B, Rules §501.60, §501.61, and §501.62.
- 5.14 Reports to be issued: Following the completion of the audit of the County's fiscal year's financial statements and other required work, the consultant shall issue:
- 5.14.1 A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
- 5.14.2 A report on compliance and internal control over financial reporting based on an audit of the financial statements.
- 5.14.3 A report on compliance and internal control over compliance applicable to each major federal program.
- 5.14.4 In the required report[s] on compliance and internal controls, the consultant shall communicate to the County any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the consultants shall be reported in a separate letter to County management, which shall be referred to in the report[s] on compliance and internal controls.
- 5.14.5 The reports on compliance and internal controls shall include all instances of noncompliance.
- 5.14.6 Irregularities and illegal acts: Consultants shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:
- County Administration Manager
 - County Auditor
- 5.14.7 Consultants shall assure themselves that the Commissioners Court is informed of each of the following:
- 5.14.7.1 The consultant's responsibility under generally accepted auditing standards.
- 5.14.7.2 Significant accounting policies.
- 5.14.7.3 Management judgments and accounting estimates.

- 5.14.7.4 Significant audit adjustments.
- 5.14.7.5 Other information in documents containing audited financial statements.
- 5.14.7.6 Disagreements with management.
- 5.14.7.7 Management consultation with other accountants.
- 5.14.7.8 Major issues discussed with management prior to retention.
- 5.14.7.9 Difficulties encountered in performing the audit.

5.15 SPECIAL CONSIDERATIONS

- 5.15.1 The County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the consultant will not be required to provide special assistance to the County to meet the requirements of that program.
- 5.15.2 The County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities, which will contain the general-purpose financial statements and the auditor's report thereon. The consultant shall be required, if requested by the fiscal advisor and/or the under-writer, to issue a "consent and citation of expertise" as the consultant and any necessary "comfort letters."
- 5.15.3 The County has determined that the Texas Department of State Health Services will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
- 5.15.4 The Schedule of Expenditures of Federal and State Awards and related auditor's report, the Juvenile Probation Department audit and the Community Supervision and Corrections Department, as well as the reports on the internal control structure and compliance are not to be included in the comprehensive annual financial report, but are to be issued separately and submitted to the governing authority by the due dates.

5.16 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

- 5.16.1 All working papers and reports must be retained, at the consultant's expense, for a minimum of five (5) years from the date of any report issued, as required by Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Rule § 501.76(e), unless the firm is notified in writing by the County of the need to extend the retention period.
- 5.16.2 The consultant will be required to make working papers available, upon request, to representatives of the County.
- 5.16.3 In addition, the firm shall respond to the reasonable inquiries of successor consultants and allow successor consultants to review working papers relating to matters of continuing accounting significance.

5.17 **BACKGROUND INFORMATION:**

- 5.17.1 County Auditor: The consultant's principal contact with the County will be Linda Riggs, County Auditor, or a designated representative, who will coordinate the assistance to be provided by the County to the consultant. Any and all questions related to the RFP should be addressed to Michelle Michaelis at mmichaelis@co.collin.tx.us.
- 5.17.2 County Background Information: Collin County serves an area of about 886 square miles with an estimated population of 1,126,000. The County’s fiscal year begins on October 1 and ends on September 30. The County provides the traditional governmental services of Public Safety, Public Works, Justice, General Administration, Parks & Recreation, Jail Operations, and other county-related activities.
- 5.17.3 The Collin County 2022 General Fund Budget is \$237,346,435; the adopted operating budget for the county is \$263,628,319. The operating budget has \$174,593,911 payroll budgeted for 1,914 full-time employees. Other information about the County includes:

<u>Description</u>	<u>FY2021</u>
Purchased Orders Issued	4,306
Accounts Payable Checks Issued	14,789
AP Invoices Processed	54,578
Payroll Checks Issued	7,599
Direct Deposit Payroll Transactions	61,881
Jury Checks Issued	9,019
Cash Receipts Issued by Treasury	3,589
Number of Deposits Processed by Treasury	5,111
Purchasing Card Transactions	5,742
Purchasing Cards Issued	479
Purchasing Card Dollar Volume	\$ 1,076,742
Property Taxes – Levied	\$267,532,000
Property Taxes Collected	\$266,172,000

The County is organized into departments and elected official offices. The accounting and financial reporting functions of the County are centralized in the County Auditor’s office. Cash receipts are decentralized into various offices and departments. More detailed information on the government and its finances can be found in the 2020 Comprehensive Annual Financial Report and the 2022 Adopted Budget document. These documents are available on the Collin County website.

5.17.4 Fund Structure

The County uses the following fund types and account groups in its financial reporting:

Fund Type	No. of Individual Funds	No. of Rolled Up Funds Reported in CAFR
General Fund	5	1
Special Revenue Funds	87	43
Debt Service Funds	1	1
Capital Projects Funds	22	10
Enterprise Funds	1	1
Internal Service Funds	6	6
Agency Funds	27	20
Others	0	0

5.17.5 Budgetary Basis of Accounting

The County does not prepare its budgets on a basis consistent with generally accepted accounting principles. All legal annual operating budgets are prepared using the modified accrual basis of accounting, modified further by the encumbrance method of accounting. Under this basis revenues are recognized in the accounting period in which they become measurable and available. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable.

5.17.6 Federal and State Awards

See the FY2021 Single Audit Report for a listing of all Federal and State Awards. http://www.collincountytx.gov/county_auditor/Pages/acfr.aspx

5.17.7 Pension Plans

Collin County participates in the Texas County and District Retirement System.

5.17.8 Component Unit

Collin County is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, there is one component unit included in the Collin County financial statements.

5.17.9 Computer Systems – Hardware and Software

The financial system the County currently uses is a Tyler Technology product known as Enterprise ERP formerly referred to as Munis.

5.17.10 Internal Audit Function

The County Auditor has internal auditors on staff which continuously monitor transactions and internal controls. The internal audit staff reports directly to the County Auditor. Internal audit reports are submitted directly to the Commissioners Court as an agenda item for acceptance into the record.

5.17.11 Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters the information is located the web link: http://www.collincountytx.gov/county_auditor/Pages/cafr.aspx for any questions email mmichaelis@co.collin.tx.us.

Collin County will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

5.18 TIME REQUIREMENTS

5.18.1 Date Audit May Commence

The County will have all year-end records ready for the audit and audit schedules prepared by January 10 following a given fiscal year. Preliminary fieldwork can be performed up to six weeks prior to this date. All dates are subject to changes.

5.18.2 Schedule for fiscal year audits

The consultant shall complete each of the following no later than the dates indicated. Fiscal years end on September 30.

5.18.2.1 Interim Work:

The consultant shall complete all interim work by December 30.

5.18.2.2 Detailed Audit Plan:

The consultant shall provide Collin County by November 15 both a detailed audit plan and a list of all schedules to be prepared by Collin County.

5.18.2.3 Fieldwork:

The consultant shall complete all fieldwork by March 1.

5.18.2.4 Draft Reports:

The consultant shall have drafts of the recommendations to management available for review by the County Auditor and the County Administrator by March 10.

5.19 **ENTRANCE CONFERENCES, PROGRESS REPORTING AND EXIT CONFERENCES:** At a minimum, the following conferences should be held by the dates indicated on the schedule.

5.19.1 Week of 11/15: Entrance conference with all key County Auditor office department personnel

5.19.1.1 The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed.

5.19.1.2 This meeting will also be used to establish overall liaison for the audit and to make arrangements for work space and other needs of the consultant.

5.19.2 Week of 12/15: Progress conference with the County Auditor and key office personnel

5.19.2.1 The purpose of this meeting will be to discuss the year-end work to be performed.

5.19.3 Week of 01/01: Progress conference with the County Auditor and key office personnel. Subsequent meetings will be weekly with the senior on site and the manager or partner as needed.

5.19.3.1 The purpose of this meeting will be to discuss the status and progress of the year-end work performed.

5.19.4 Week of 03/15: Exit conference with the County Auditor and key office personnel

5.19.4.1 The purpose of this meeting will be to summarize the results of the fieldwork and to review significant findings.

5.20 **DATE FINAL REPORT IS DUE:**

5.20.1 The County Auditor Department shall prepare draft financial statements, MD&A, notes and all required supplementary schedules (and statistical data) by March 1. The consultant shall provide all recommendations, revisions and suggestions for improvement to the County Auditor Department by March 10.

5.20.2 The County Auditor Department will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the consultant should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the County will take the final signed report to a printer to be reproduced. It is anticipated that this process will be completed and the final report delivered by March 24th.

5.21 ASSISTANCE TO BE PROVIDED TO THE CONSULTANT AND REPORT PREPARATION

5.21.1 County Auditor Assistance

5.21.1.1 The County Auditor staff will be available during the audit to assist the selected firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

5.21.2 Internal Audit Staff Assistance

5.21.2.1 The internal audit staff of the County Auditor Department will be available to assist the consultant in performing audit tests as directed by the Consultant.

5.21.3 Information Technology Assistance

5.21.3.1 County IT personnel will be available to provide systems documentation and explanations. The Consultant will be provided computer time and the use of County computer hardware and software.

5.21.4 Statements and Schedules Prepared by County Auditor Staff

5.21.4.1 The County Auditor staff has previously prepared the majority of the Auditor's statements and schedules. It is anticipated this will continue, depending on the complexity of such work requested.

5.21.5 Work Area, Telephones, Photocopying, FAX Machines, and Wi-Fi

5.21.5.1 The County will provide the consultant with reasonable workspace, desks and chairs.

5.21.5.2 The consultant will also be provided with access to telephones, photocopying facilities, FAX machines, and Wi-Fi access.

5.21.6 Report Preparation

5.21.6.1 Report preparation, initial editing and printing shall be the responsibility of the County. Final report editing, in the form of a "camera-ready" copy appropriate for delivery to the printer, is the responsibility of the Consultant. The County requires a final copy in pdf format for publishing the report to the County web-site.

5.22 MANNER OF PAYMENT

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month.

6.0 PROPOSAL FORMAT

In accordance with the directions below, offeror shall provide a response for each item in Sections 5.11-5.21 and Sections 6.0 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 7.0 Exceptions, with explanation.

Offeror shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If offeror does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

6.1 **PROPOSAL DOCUMENTS:** To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

6.1.1 Proposals may be submitted online via <http://collincountytx.ionwave.net>.

6.1.2 If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
Attn: Michelle Michaelis, Senior Buyer
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the offeror to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

6.1.3 Proposal shall include but not be limited to information on each of the following:

- 6.1.3.1 Detailed Proposal: The detailed proposal should follow the order set forth in Section 6.1- 6.6 of this request for proposals.
- 6.1.3.2 Attachment A: Executed copies of Proposer Guarantees and Attachment B: Executed copies Proposer Warranties, attached to this request for proposals.
- 6.1.3.3 Cost Proposal: should follow the order set forth in Section 6.6.

6.2 **FIRM OVERVIEW**

Offeror shall define the overall structure of the Firm in a signed letter of transmittal to include the following:

- 6.2.1 A descriptive background of your company's history.
- 6.2.2 State your principal business location and any other service locations.
- 6.2.3 What is your primary line of business?
- 6.2.4 How long have you been selling product(s) and/or providing services(s)?
- 6.2.5 Understanding of work to be done
- 6.2.6 Commitment to perform work within the time period
- 6.2.7 Statement as to why the firm believes it self to be the best qualified to perform the engagement

6.3 **MANDATORY ELEMENTS**

- 6.3.1 Conformance with RFP guidelines and submittal requirements.
- 6.3.2 The audit firm is independent and licensed to practice in Texas.
- 6.3.3 The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.
- 6.3.4 The firm has no conflict of interest with regard to any other work performed by the firm for Collin County.
- 6.3.5 The firm submits a copy of its most recent external quality control review report.
- 6.3.6 The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

6.4 **TECHNICAL PROPOSAL**

6.4.1 General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of Collin County in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in the cost proposal). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects in section 5.0, 6.0 and 7.0 must be included. They represent the criteria against which the proposal will be evaluated.

6.4.2 Independence

The firm should provide an affirmative statement that it is independent of Collin County as defined by [generally accepted auditing standards/the U.S. General Accounting Office's *Government Auditing Standards* (2018)].

The firm should also list and describe the firm's professional relationships involving Collin County or any of its agencies or primary government for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the County written notice of any professional relationships entered into during the period of this agreement.

6.4.3 License to Practice in Texas

An affirmative statement should be included indicating that the firm and all assigned key professional staff are licensed to practice Public Accountancy in Texas (Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter D, Rule § 501.80 & 501.81).

6.4.4 Firm Qualifications and Experience

The proposal should state the size of the firm, size and structure of the firm to include but not limited to capability to meet the services required and any additional skills and services. The size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal audit firm should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the

firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

6.4.5 Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Texas. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff to be assigned to the audit reflect the County's commitment to Equal Opportunity.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Collin County. However, in either case, the County retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the County, which retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6.4.6 Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposal. Collin County should not be used as a reference.

These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name, email and telephone number of the principal client contact.

6.5 SPECIFIC AUDIT APPROACH

- 6.5.1 The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section 5.0 of this request for proposals. In developing the work plan, reference should be made to such sources of information as the Collin County budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.
- 6.5.2 Responsiveness of the proposal in clearly stating an understanding of the work to be performed to include, but not limited to:
 - 6.5.2.1 Audit coverage
 - 6.5.2.2 Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level, including consultants assigned.
- 6.5.3 Proposers will be required to provide the following information on their audit approach:
 - 6.5.3.1 Proposed segmentation of the engagement.
 - 6.5.3.2 Level of staff and number of hours to be assigned to each proposed segment of the engagement. NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.
 - 6.5.3.3 Sample sizes and the extent to which statistical sampling is to be used in the engagement.
 - 6.5.3.4 Extent of use of software in the engagement.
 - 6.5.3.5 Type and extent of analytical procedures to be used in the engagement.
 - 6.5.3.6 Approach to be taken to gain and document an understanding of Collin County's internal control structure.
 - 6.5.3.7 Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - 6.5.3.8 Approach to be taken in drawing audit samples for purposes of tests of compliance.

6.6 COST PROPOSAL

- 6.6.1 Total All-Inclusive Maximum Price
 - 6.6.1.1 The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses.
 - 6.6.1.2 Collin County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the cost proposal. Such costs should not be included in the proposal.

6.6.1.2.1 A Total, All-Inclusive, Itemized price schedule for the 2022, 2023 and 2024 engagement periods as well as the estimated additional/optional two years described in the Term Section 5.3.

6.6.2 Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

6.6.2.1 The second page of the cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Attachment C, Part 1), that supports the total all-inclusive maximum price. The cost of special services described in Section 6.0 of this request for proposals should be disclosed as separate components of the total all-inclusive maximum price using the format provided in Attachment C, Part 2.

6.6.3 Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price

6.6.3.1 All estimated out-of-pocket expenses to be reimbursed should be presented in cost proposal in the format provided in the attachment (Attachment C). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

6.6.4 Rates for Additional Professional Services

6.6.4.1 If it should become necessary for Collin County to request the consultant to render any additional services to either supplement the services requested in this request for proposal or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Collin County and the firm.

6.6.4.2 Any such additional work agreed to between Collin County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost proposal.

7.0 EXCEPTIONS

Instructions for completing section:

The exception table should be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed in Section 7.0 it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

ATTACHMENT A

PROPOSER GUARANTEES

- I. The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

ATTACHMENT B

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy as per section 3.0 Insurance Requirements for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior permission of the County.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.
- E. Proposer warrants that it understands it is required to adhere to the Contract requirements set forth in this RFP and all of the requirements of the RFP which will be an attachment to the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

ATTACHMENT C

Part 1

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE
2021 , 2022, and 2023 FINANCIAL STATEMENTS**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners		\$	\$	\$
Managers				
Supervisory Staff				
Staff				
Other (specify):				
Subtotal				
	2021 Audit	2022 Audit	2023 Audit	
Total for services described in Section 5.0 of the Request for Proposal (detail on subsequent schedules)				
Out of pocket expenses:				
Meals and Lodging				
Transportation				
Other (specify):				
	2021 Audit	2022 Audit	2023 Audit	Total Audit for 2021, 2022, 2023
Total all-inclusive maximum price for audit				\$

Note: The rate quoted should *not* be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

Appendix C

Part 2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2021, 2022, and 2023 FINANCIAL STATEMENTS: COMBINING SCHEDULE - ALL SERVICES DESCRIBED IN THE REQUEST FOR PROPOSALS SECTION 5.0

Nature of Service to be Provided for the Main Audit	Schedule	Total Price
		\$

Nature of Service to be Provided for the (TJPC) Audit	Schedule	Total Price

Nature of Service to be Provided for the (CSCD-Adult Probation) Audit	Schedule	Total Price
Total		\$



To the Honorable County Judge and
Commissioners Court
Collin County
McKinney, Texas

We have audited the financial statements of Collin County, Texas, (the County) as of and for the year ended September 30, 2021 and have issued our report thereon dated March 31, 2022. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 18, 2021, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the County solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and, as appropriate, our firm have complied with all relevant ethical requirements regarding independence.

As a part of the engagement, we assisted in preparing the financial statements, the schedule of expenditures of federal and state awards, and related notes to the financial statements of the County in conformity with U.S. generally accepted accounting principles Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the State of Texas *Uniform Grant Management Standards* based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Standards*.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque



In order to ensure we maintain our independence for performing these nonaudit services, certain safeguards were applied to this engagement. Management assumed responsibility for the financial statements, schedule of expenditures of federal and state awards, and related notes to the financial statements and any other nonaudit services we provided. Management acknowledged in the management representation letter our assistance with the preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes to the financial statements and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were supervised by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

Qualitative Aspects of the County's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the County is included in Note I to the financial statements. As described in the notes to the financial statements, during the year, the entity changed its method of accounting for fiduciary activities by adopting Governmental Accounting Standards (GASB) Statement No. 84, *Fiduciary Activities*. Accordingly, the cumulative effect of the accounting change as of the beginning of the year has been reported in the financial statements. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. The most sensitive estimates affecting the financial statements include management's estimate of:

Management's estimate of the allowance for uncollectible property taxes receivable is based on a historical collection rate of outstanding property taxes. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the useful lives of capital assets is based on the expected lifespan of the asset in accordance with standard guidelines. We evaluated the key factors and assumptions used to develop the estimate of useful lives in determining that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the allowance for uncollectible court fines and fees receivable is based on a historical collection rate of outstanding court fines and fees. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimates of the net pension asset and pension expense are based on actuarial assumptions which are determined by the demographics of the plan and future projections that the actuary makes based on historical information of the plan and the investment market. We evaluated the key factors and assumptions used to develop the net pension asset and pension expense and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting Collin County's financial statements relate to the net pension asset. The disclosures in the financial statements are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the County's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in our letter dated March 31, 2022.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the County, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the County's auditors.

We applied certain limited procedures to the management’s discussion and analysis, the budgetary comparison schedules, and the pension information found in the annual comprehensive financial report, which are required supplementary information (RSI) that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on certain supplementary schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This report is intended solely for the information and use of the Commissioners’ Court and management of Collin County and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 31, 2022

Attachment E - TJPC Annual Financial Report

**COLLIN COUNTY
JUVENILE PROBATION DEPARTMENT
FINANCIAL AND COMPLIANCE AUDIT REPORTS
FOR THE YEAR ENDED
AUGUST 31, 2021**

**GRANT TJJD-A-2021-043
GRANT TJJD-P-2021-043
GRANT TJJD-W-2021-043
GRANT TJJD-R-2021-043**

**COLLIN COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

FOR THE YEAR ENDED AUGUST 31, 2021

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INDEPENDENT AUDITOR'S REPORT

To the Juvenile Board and
Director of Juvenile Probation Department
Collin County, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the Texas Juvenile Justice Department Grant Funds of Collin County Juvenile Probation Department (Department), which comprise the statement of revenues, expenditures and changes in fund balances-budget and actual-regulatory basis for the year ended August 31, 2021, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Texas Juvenile Justice Department. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit and the standards applicable to financial audits contained in GAGAS issued by the GAO. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston

NEW MEXICO | Albuquerque

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the revenue earned and expenditures incurred compared to budgeted revenues and expenditures of the Department's Texas Juvenile Justice Department Grant funds for the year ended August 31, 2021, in accordance with the financial reporting provisions of the Texas Juvenile Justice Department as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of the financial reporting provisions of the Texas Juvenile Justice Department, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the Texas Juvenile Justice Department. Our opinion is not modified with respect to that matter.

Emphasis of Matter

As discussed in Note 1, the financial statement presents the results of operations of the Department's Texas Juvenile Justice Department Grant Funds only and is not intended to present fairly the results of operations of Collin County, Texas in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with GAGAS, we have also issued our report dated February 23, 2022 on our consideration of the Department's internal control over financial reporting and on our tests of its compliance with certain laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing. That report is an integral part of an audit performed in accordance with GAGAS in considering the Department's internal control over financial reporting and compliance.

Restriction on Use

This report is intended solely for the information and use of management, Collin County, others within Collin County Juvenile Probation Department and the Texas Juvenile Justice Department and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 23, 2022

FINANCIAL SECTION

**COLLIN COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE BY CONTRACT
BUDGET AND ACTUAL - REGULATORY BASIS

FOR THE YEAR ENDED AUGUST 31, 2021

	A-2021-043		
	Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
TJJD funds	\$ <u>1,977,868</u>	\$ <u>1,977,868</u>	\$ <u>-</u>
Total Revenue	<u>1,977,868</u>	<u>1,977,868</u>	<u>-</u>
EXPENDITURES			
Basic Probation Services	1,036,196	1,036,196	-
Community Programs	708,570	708,570	-
Pre Post Adjudication	52,113	52,113	-
Commitment Diversion	-	-	-
Mental Health Services	180,989	180,989	-
Region	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>1,977,868</u>	<u>1,977,868</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, BEGINNING OF YEAR	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE, END OF YEAR	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>
ADDITIONAL INFORMATION:			
Refunds paid to TJJD :			
October 12, 2021		\$ <u>346</u>	

R-2021-043

Budget	Actual	Variance Favorable (Unfavorable)
\$ <u>135,076</u>	\$ <u>135,076</u>	\$ <u>-</u>
<u>135,076</u>	<u>135,076</u>	<u>-</u>
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
<u>135,076</u>	<u>135,076</u>	<u>-</u>
<u>135,076</u>	<u>135,076</u>	<u>-</u>
-	-	-
-	-	-
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

\$ 27,569

**COLLIN COUNTY
JUVENILE JUSTICE DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE BY CONTRACT
BUDGET AND ACTUAL - REGULATORY BASIS

GRANT W-21-043

FOR THE PERIOD ENDED AUGUST 31, 2021

	<u>Total Budget</u>	<u>Prior Year Activity</u>	<u>Current Year Activity</u>	<u>To Date Activity</u>	<u>Budget Variance</u>
Revenues:					
TJJD Funds	\$ <u>28,480</u>	\$ <u>19,082</u>	\$ <u>9,398</u>	\$ <u>28,480</u>	\$ <u>-</u>
Total Revenues	<u>28,480</u>	<u>19,082</u>	<u>9,398</u>	<u>28,480</u>	<u>-</u>
Expenditures:					
Salaries and Fringe Benefits	-	-	-	-	-
Travel	-	-	-	-	-
Operating Expenditures	19,082	8,474	-	8,474	10,608
Inter-County Contracts	-	-	-	-	-
External Contracts	<u>9,398</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,398</u>
Total Expenditures	<u>28,480</u>	<u>8,474</u>	<u>-</u>	<u>8,474</u>	<u>20,006</u>
Excess Revenues Over Expenditures	-	10,608	9,398	20,006	(20,006)
Fund Balance - Beginning of Year	<u>-</u>	<u>-</u>	<u>10,608</u>	<u>-</u>	<u>-</u>
Fund Balance - End of Year	<u>\$ -</u>	<u>\$ 10,608</u>	<u>\$ 20,006</u>	<u>\$ 20,006</u>	<u>\$ (20,006)</u>

**COLLIN COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Entity

The Texas Juvenile Justice Department Grant Funds of Collin County (the "Department") were established to account for juvenile probation services funded by the Texas Juvenile Justice Department in Collin County, Texas.

The Funds provide separate accountability as required by TJJD under the State Financial Assistance Contract. The Funds are used to account for each separate program, matching funds and all related expenditures incurred.

B. Basis of Accounting

The financial statements were prepared in conformity with the accounting practices prescribed by TJJD, which prescribes policies and procedures for county probation departments and which constitute a comprehensive basis of accounting other than generally accepted accounting principles. These accounting practices include the following:

- The financial statements are reported using the accrual basis of accounting. Revenues are recorded when all eligibility requirements have been met and expenditures are recorded when incurred.
- The accompanying financial statements do not represent financial statements prepared in accordance with provisions for governmental funds as prescribed by the Governmental Accounting Standards Board.
- The accompanying financial statements are prepared in a format to facilitate uniform financial reporting by county probation departments.

2. RECONCILIATION OF INTEREST EARNED

The Department did not have idle funds, therefore interest was not earned and a reconciliation is not considered necessary. The County had no idle funds as all cash received from the State merely compensated the Department for expenditures that were already incurred and paid.

3. OPERATING COSTS FOR A SECURE JUVENILE FACILITY OPERATED BY COLLIN COUNTY

The Department operates two secure juvenile facilities – a post-adjudication and pre-adjudication facility. The schedule of expenditures for each facility is as follows:

Operating Costs
Collin County Post-Adjudication Juvenile Facility
For the Year Ended August 31, 2021

	TJJD Funding	Local Funding	Total
Salary and fringe	\$ 204,030	\$ 1,047,057	\$ 1,251,087
Travel and training	-	4,967	4,967
Operating expenses	14,102	102,358	116,460
Inter-County contracts	-	-	-
External contracts	-	7,775	7,775
Total Operating Expenditures	<u>\$ 218,132</u>	<u>\$ 1,162,157</u>	<u>\$ 1,380,289</u>

Operating Costs
Collin County Pre-Adjudication Juvenile Facility
For the Year Ended August 31, 2021

	TJJD Funding	Local Funding	Total
Salary and fringe	\$ 1,650,787	\$ 6,762,638	\$ 8,413,425
Travel and training	-	32,082	32,082
Operating expenses	91,845	661,100	752,945
Inter-County contracts	-	-	-
External contracts	22,250	50,217	72,467
Total Operating Expenditures	<u>\$ 1,764,882</u>	<u>\$ 7,506,037</u>	<u>\$ 9,270,919</u>

TJJD funding is provided from:
Grant A - \$1,983,014

4. FEDERAL FINANCIAL ASSISTANCE

Collin County Juvenile Probation Department did not receive Title IV-E funds for the year ended August 31, 2021.

5. FINANCIAL MATCH REQUIREMENTS

To receive Texas Juvenile Justice Department state funds, the juvenile probation departments are required to certify that the amount of local or county funds expended for juvenile services is equal to or greater than the amount spent in the 2006 county fiscal year excluding construction and capital outlay expenses unless waived in accordance with provisions of the State Financial Assistance Fund grant. A confirmation of local funds for the year ending August 31, 2021 is required and presented below:

Local Funding Expended (less construction and capital outlay)

FY 2021	\$11,691,834
FY 2006	5,815,185

The Juvenile Probation Department certified the financial match requirements were fulfilled in FY 2021.

6. STATE FINANCIAL ASSISTANCE

- a. The Texas Juvenile Justice Department provided the County the following funds for the JJAEP Juvenile Reimbursement Grant funds. A confirmation of revenue received in the year ending August 31, 2021 is required and presented below.

<u>Contract Number</u>	<u>Amount Received (Cash Basis) August 31, 2021</u>
P-21-043	\$ 198,144

- b. The Texas Juvenile Justice Department provided approval for the County for the following funds: Grant W Juvenile Justice Alternative Education Program Discretionary Grant funds that can be used over a two-year period. The following indicates the amounts that are available to be carried forward to the subsequent year and amounts that were expended from prior year contracts.

<u>Contract Number</u>	<u>Amount Carried Forward to Fiscal Year August 31, 2021</u>	<u>Amount Brought Forward From Fiscal Year August 31, 2020</u>
W-17-043	\$ 400	\$ 400
W-18-043	10,208	10,208
W-21-043	9,398	-

- c. The Texas Juvenile Justice Department provided the County the following funds for the Grant R-Regional Diversion Alternatives (RDA) Program Reimbursement Grant funds. A confirmation of revenue received in the year ending August 31, 2021 is required and presented below.

<u>Contract Number</u>	<u>Amount Received (Cash Basis) August 31, 2021</u>
R-21-043	\$ 409,249

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COMPLIANCE SECTION

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INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Juvenile Board and
Director of Juvenile Probation Department
Collin County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in GAGAS issued by the GAO, the financial statements of the Texas Juvenile Justice Department Grant Funds of Collin County Juvenile Probation (Department) and have issued our report thereon dated February 23, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Department’s internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, and compliance with provisions of laws, regulations, contracts, grant agreements or instances of fraud, including the specific financial assurances contained in Section VIII.J. of the General Grant Requirements and any Targeted Grant requirements, but not for the purpose of expressing an opinion on the effectiveness of the Department’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Department’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Department's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under GAGAS or TJJJ's audit instructions.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 23, 2022

**COLLIN COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2021

Findings:

There were no findings or questioned costs in the current year.

**COLLIN COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS**

SCHEDULE OF PRIOR-YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED AUGUST 31, 2021

Findings:

There were no findings or questioned costs in the prior year.

Attachment F - CJAD Annual Financial Report

**COLLIN COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

**FOR THE YEAR ENDED
AUGUST 31, 2021**

WITH INDEPENDENT AUDITOR'S REPORT

**COLLIN COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

YEAR ENDED AUGUST 31, 2021

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INDEPENDENT AUDITOR'S REPORT

Collin County Community
Supervision and Corrections Department

We have audited the accompanying financial statements of the Collin County Community Supervision and Corrections Department (CSCD), which comprise the combined statement of financial position as of August 31, 2021, the combined statement of revenue, expenditures and changes in fund balance, the combining statement of revenues, expenditures and changes in fund balance – all diversion funds, the individual statements of revenues, expenditures and changes in fund balance – budget, actual and variance for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 23, 2022.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the provisions of the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is significant and appropriate to provide a basis for our opinion.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Opinion

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, combined statement of financial position as of August 31, 2021, the combined statement of revenue, expenditures and changes in fund balance, the combining statement of revenues, expenditures and changes in fund balance - all diversion funds, the individual statements of revenues, expenditures and changes in fund balance - budget, actual and variance for the year ended August 31, 2021, and the related notes to the financial statements of Collin County CSCD, in accordance with the financial reporting provisions of the TDCJ-CJAD as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared based on the financial reporting provisions of the TDCJ-CJAD, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of the TDCJ-CJAD. Our opinion is not modified with respect to that matter.

Emphasis of Matter

As discussed in Note 1, the financial statements present the operations of the Collin County CSCD only, and are not intended to present fairly the financial position of Collin County, Texas and the results of its operations in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Collin County CSCD's basic financial statements. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. The Schedules of Differences Between Audit Report and CSCD Reports as Submitted to TDCJ-CJAD are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 23, 2022 on our consideration of the Collin County CSCD's internal control over financial reporting and on our tests of its compliance with certain provisions of laws and regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Collin County CSCD's internal control over financial reporting and compliance.

Restriction of Use

This report is intended solely for the information and use of the management of Collin County CSCD, others within the organization, and the Texas Department of Criminal Justice - Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 23, 2022

FINANCIAL STATEMENTS

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**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

COMBINED STATEMENT OF FINANCIAL POSITION

AUGUST 31, 2021

	Basic Supervision	Community Corrections	Diversion Programs	TAIP	Total
ASSETS					
Cash and investments					
Bank balances	\$ 404,937	\$ 163,078	\$ 18,942	\$ 4,074	\$ 591,031
Time deposits	1,560,969	-	-	-	1,560,969
Travel advances	350,356	-	-	-	350,356
Total Cash and Investments	<u>2,316,262</u>	<u>163,078</u>	<u>18,942</u>	<u>4,074</u>	<u>2,502,356</u>
Accounts Receivable:					
Community supervision fees	314,297	-	-	-	314,297
Program participation fees	47,076	-	-	-	47,076
Other - interest	1,144	-	-	-	1,144
Total Accounts Receivable	<u>362,517</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>362,517</u>
 Total Assets	 <u>\$ 2,678,779</u>	 <u>\$ 163,078</u>	 <u>\$ 18,942</u>	 <u>\$ 4,074</u>	 <u>\$ 2,864,873</u>
LIABILITIES AND FUND BALANCE					
Liabilities					
Accounts payable	\$ 203,654	\$ 32,394	\$ 18,942	\$ 4,074	\$ 259,064
Due to TDCJ-CJAD	-	130,684	-	-	130,684
Total Liabilities	<u>203,654</u>	<u>163,078</u>	<u>18,942</u>	<u>4,074</u>	<u>389,748</u>
 Fund Balance	 <u>2,475,125</u>	 <u>-</u>	 <u>-</u>	 <u>-</u>	 <u>2,475,125</u>
Total Liabilities and Fund Balance	<u>\$ 2,678,779</u>	<u>\$ 163,078</u>	<u>\$ 18,942</u>	<u>\$ 4,074</u>	<u>\$ 2,864,873</u>

The accompanying notes are an integral part of these financial statements.

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

COMBINED STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Basic Supervision</u>	<u>Community Corrections</u>	<u>Diversion Programs</u>
REVENUE			
State aid	\$ 1,890,179	\$ 1,122,379	\$ 186,748
Total State Aid Not Including SAFPF	<u>1,890,179</u>	<u>1,122,379</u>	<u>186,748</u>
State aid: SAFPF	13,146	-	-
Community supervision fees	3,631,521	-	-
Payments by program participants	595,509	-	-
Interest income	6,543	-	-
Other revenue	<u>7,276</u>	<u>-</u>	<u>-</u>
Total Revenue	<u>6,144,174</u>	<u>1,122,379</u>	<u>186,748</u>
EXPENDITURES			
Salaries and fringe benefits	5,459,574	242,701	582,760
Travel and furnished transportation	18,123	-	-
Contract services for offenders	362,248	332,985	27,485
Professional fees	49,283	8,418	1,401
Supplies and operating expenses	119,711	3,402	-
Utilities	2,290	-	-
Equipment	<u>546</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>6,011,775</u>	<u>587,506</u>	<u>611,646</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	132,399	534,873	(424,898)
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>-</u>	(451,428)	<u>424,898</u>
Total Other Financing Sources (Uses)	<u>-</u>	<u>(451,428)</u>	<u>424,898</u>
PRIOR YEAR ENDING FUND BALANCE	2,342,726	47,239	-
Refund due to TDCJ-CJAD	<u>-</u>	(130,684)	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	\$ <u>2,475,125</u>	\$ <u>-</u>	\$ <u>-</u>

<u>TAIP</u>	<u>Total</u>
\$ 36,113	\$ 3,235,419
<u>36,113</u>	<u>3,235,419</u>
-	13,146
-	3,631,521
-	595,509
-	6,543
-	<u>7,276</u>
<u>36,113</u>	<u>7,489,414</u>
-	6,285,035
-	18,123
62,372	785,090
271	59,373
-	123,113
-	2,290
-	<u>546</u>
<u>62,643</u>	<u>7,273,570</u>
(26,530)	215,844
<u>26,530</u>	<u>-</u>
<u>26,530</u>	<u>-</u>
-	2,389,965
-	<u>(130,684)</u>
<u>\$ -</u>	<u>\$ 2,475,125</u>

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

COMBINING STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE

ALL DIVERSION FUNDS

FOR THE YEAR ENDED AUGUST 31, 2021

	Specialized Caseload - Substance Abuse	Specialized Caseload - Sex Offender	Specialized Caseload - Mental Health Initiative	Total
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
REVENUE				
State aid	\$ 44,526	\$ 105,670	\$ 36,552	\$ 186,748
Total Revenue	<u>44,526</u>	<u>105,670</u>	<u>36,552</u>	<u>186,748</u>
EXPENDITURES				
Salaries and fringe benefits	341,331	121,235	120,194	582,760
Contract services for offenders	-	27,485	-	27,485
Professional fees	334	793	274	1,401
Total Expenditures	<u>341,665</u>	<u>149,513</u>	<u>120,468</u>	<u>611,646</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(297,139)	(43,843)	(83,916)	(424,898)
OTHER FINANCING SOURCES (USES)				
CC interfund transfer	297,139	43,843	83,916	424,898
Total Other Financing Sources (Uses)	<u>297,139</u>	<u>43,843</u>	<u>83,916</u>	<u>424,898</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

The accompanying notes are an integral part of these financial statements.

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

BASIC SUPERVISION

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 1,890,179	\$ 1,890,179	\$ -
State aid: SAFPF	34,000	13,146	(20,854)
Community supervision fees collected	3,475,726	3,631,521	155,795
Payments by program participants	657,833	595,509	(62,324)
Interest income	31,400	6,543	(24,857)
Carry over from previous FY (prior year ending fund balance)	2,342,726	2,342,726	-
Other revenue	4,005	7,276	3,271
Basic Supervision interfund transfer	<u>(34,095)</u>	<u>-</u>	<u>34,095</u>
Total Revenue	<u>8,401,774</u>	<u>8,486,900</u>	<u>85,126</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	6,435,967	5,459,574	976,393
Travel and furnished transportation	125,000	18,123	106,877
Contract services for offenders	765,600	362,248	403,352
Professional fees	369,776	49,283	320,493
Supplies and operating expenses	683,531	119,711	563,820
Utilities	6,100	2,290	3,810
Equipment	<u>15,800</u>	<u>546</u>	<u>15,254</u>
Total Expenditures	<u>8,401,774</u>	<u>6,011,775</u>	<u>2,389,999</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	2,475,125	2,475,125
Prior period adjustment - actuals		<u>-</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		\$ <u>2,475,125</u>	

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

COMMUNITY CORRECTIONS
COMMUNITY CORRECTIONS FACILITY - SCORE

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 1,122,379	\$ 1,122,379	\$ -
Carry over from previous FY (prior year ending fund balance)	47,239	47,239	-
Basic Supervision interfund transfer	6,904	-	(6,904)
CC interfund transfer	<u>(512,059)</u>	<u>(451,428)</u>	<u>60,631</u>
Total Revenue	<u>664,463</u>	<u>718,190</u>	<u>53,727</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	264,175	242,701	21,474
Contract services for offenders	386,870	332,985	53,885
Professional fees	8,418	8,418	-
Supplies and operating expenses	<u>5,000</u>	<u>3,402</u>	<u>1,598</u>
Total Expenditures	<u>664,463</u>	<u>587,506</u>	<u>76,957</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	130,684	130,684
Refund to CJAD - actual		<u>(130,684)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		\$ <u> -</u>	

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION GRANT PROGRAM
SPECIALIZED CASELOAD - SUBSTANCE ABUSE

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 44,526	\$ 44,526	\$ -
Basic Supervision interfund transfer	10,572	-	(10,572)
CC interfund transfer	<u>305,920</u>	<u>297,139</u>	<u>(8,781)</u>
Total Revenue	<u>361,018</u>	<u>341,665</u>	<u>(19,353)</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	360,684	341,331	19,353
Professional fees	<u>334</u>	<u>334</u>	<u>-</u>
Total Expenditures	<u>361,018</u>	<u>341,665</u>	<u>19,353</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	<u>-</u>	-
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		\$ <u>-</u>	

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION GRANT PROGRAM
SPECIALIZED CASELOAD - SEX OFFENDER

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 105,670	\$ 105,670	\$ -
Basic Supervision interfund transfer	9,740	-	(9,740)
CC interfund transfer	<u>74,541</u>	<u>43,843</u>	<u>(30,698)</u>
Total Revenue	<u>189,951</u>	<u>149,513</u>	<u>(40,438)</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	133,658	121,235	12,423
Contract services for offenders	55,500	27,485	28,015
Professional fees	<u>793</u>	<u>793</u>	-
Total Expenditures	<u>189,951</u>	<u>149,513</u>	<u>40,438</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	<u>-</u>	-
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		\$ <u>-</u>	

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION GRANT PROGRAM
SPECIALIZED CASELOAD - MENTAL HEALTH INITIATIVE

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 36,552	\$ 36,552	\$ -
Basic Supervision interfund transfer	3,110	-	(3,110)
CC interfund transfer	<u>87,209</u>	<u>83,916</u>	<u>(3,293)</u>
Total Revenue	<u>126,871</u>	<u>120,468</u>	<u>(6,403)</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	126,597	120,194	6,403
Professional fees	<u>274</u>	<u>274</u>	-
Total Expenditures	<u>126,871</u>	<u>120,468</u>	<u>6,403</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	<u>-</u>	-
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		\$ <u>-</u>	

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 36,113	\$ 36,113	\$ -
Basic Supervision interfund transfer	3,769	-	(3,769)
CC interfund transfer	<u>44,389</u>	<u>26,530</u>	<u>(17,859)</u>
Total Revenue	<u>84,271</u>	<u>62,643</u>	<u>(21,628)</u>
TYPE OF EXPENDITURES			
Contract services for offenders	84,000	62,372	21,628
Professional fees	<u>271</u>	<u>271</u>	-
Total Expenditures	<u>84,271</u>	<u>62,643</u>	<u>21,628</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	<u>-</u>	-
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		\$ <u><u>-</u></u>	

**COLLIN COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The accompanying financial statements include the revenue of the Collin County Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the TDCJ-CJAD from state appropriations for the Basic Supervision Fund, Community Corrections funds, Diversion Program Grant Funds, Treatment Alternative to Incarceration Program Grant Funds, local fees collected for the use of the CSCD, and the expenditures of those funds.

The Collin County Community Supervision and Corrections Department, a special purpose district of State government, was organized to provide certain adult probation services to judicial districts. The CSCD is not a department of the administrative county, nor is it an agency of the State of Texas.

Basis of Accounting

Since the Department receives funding from state government, it must comply with the requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by the TDCJ-CJAD, a comprehensive basis of accounting other than generally accepted accounting principles.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statements. The accounts of Collin County CSCD are organized on the basis of fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures of Collin County CSCD are accounted for using the modified accrual basis of accounting throughout the entire fiscal year.

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities for the current period. Revenues received by October 31 for financial activity performed by August 31 are considered available. Also purchases for which the commitment has been established by August 31 are considered liabilities regardless of whether possession of these goods has been received by August 31 provided that the liability purchase is received and is paid for by October 31. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund Balance.

Funds of the Collin County CSCD are grouped into the agency fund type for the purpose of operation on the Collin County, Texas accounting system. Accounting agency funds are accounts established for deposit and disbursement of funds which are not controlled through the Collin County, Texas budget process and are held in purely a custodial capacity.

Budgets (Accounting and Legal Compliance)

Pursuant to Government Code, Section 76.004 and 76.002, the budgets governing the funding to the programs are prepared biennially, then approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the TDCJ-CJAD.

Only budget adjustment requests, at year end, received by September 30, will be reviewed and approved/disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept any budget adjustments after September 30 for the previous fiscal year. Only budget adjustments approved by TDCJ-CJAD are referred to in performing the financial audit.

2. PRIOR PERIOD ADJUSTMENTS

The Department did not report any prior period adjustments in fiscal year 2021.

3. REFUNDS

The Department issued a biennium refund in the amount of \$130,684 for the Community Corrections Facility – SCORE program.

4. BUDGET VARIANCES

The Department had no unfavorable budget variances that exceeded 15% of the last TDCJ-CJAD approved budget for any program.

5. CASH, COLLECTIONS, CHANGE FUND, PETTY CASH AND INVESTMENTS

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD.

During the fiscal year audited: The CSCD's state aid and net funds (revenues) received were deposited and held, and collection accounts' remaining net funds (revenues) were transferred into a special fund of the county treasury, on or before the next regular business day, or on or before the fifth business day after the day on which the money was received. All the CSCD's state aid and net funds (revenues) received were held, deposited, disbursed, invested, and otherwise cared for by the County on behalf of the CSCD as the CSCD directed (Government Code 509.011(c) and Local Government Code 113.022 and 140.003 (f)).

CSCD employees who have access to, maintain, and administer public funds are covered by a surety bond.

The Department does not maintain any petty cash funds or change funds.

Idle funds are invested only within the depository of the County in a manner that protects the integrity of the principal and guarantees no loss of principal to the CSCD.

6. FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS

The Department utilized the following funds collected from sources other than TDCJ-CJAD which are required to be reported for the year ended August 31, 2021:

Source	Amount Received	Restrictions for Use	Expended in Accordance with Restrictions
Community Supervision Fees Collected	\$ 3,631,521	<i>Texas Code of Criminal Procedure Art. 42A.652 (a); FMM for TDCJ-CJAD Fundina restrictions.</i>	Yes
<u>Payments by Program Participants</u>			
Electronic Monitoring Fees	29,798	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Urinalysis Testing Fees	267,393	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Substance Abuse Screening Fees	7,861	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Deferred Prosecution Supervision Fees	183,616	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Fine as Sanction	1,911	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Returned Check Fee	120	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Hair Follicle - Drug	100	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Hair Follicle - Drug & ETG	600	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Instant Urinalysis	90	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Urinalysis Basic	101,475	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Urinalysis Drug Court	540	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Urinalysis Vet Court	1,360	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Drug Patch	645	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Total Payments by Program Participants:	595,509	<i>Government Code, Sec. 76.015; Sec. 19, Art. 42.12 Code of Criminal Procedures; FMM for TDCJ-CJAD Funding restriction</i>	Yes
Interest Income	6,543	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
<u>Other Revenue</u>			
Welfare Fraud Restitution	486	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Auction Proceeds (CAP)	1,768	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Auction Proceeds (NCAP)	2,289	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
1.5% Collection Fee	2,733	<i>FMM for TDCJ-CJAD Funding restrictions.</i>	Yes
Total Other Revenue:	7,276		

Locally generated revenues are expended in accordance with the Financial Management Manual for TDCJ-CJAD Funding, TDCJ-CJAD Funding and Fiscal Management Updates, TDCJ-CJAD Standards, TDCJ-CJAD Field Correspondence, TDCJ-CJAD Policy Statements, Standard and Special Grant Conditions, and applicable laws.

7. COMMITMENTS AND CONTINGENCIES

The Department is contingently liable in respect to lawsuits and other claims in the ordinary course of its operations. The potential settlement (if any) of such contingencies under the budgetary process would require appropriation of revenues yet to be realized and in the opinion of Department management would not materially affect the financial position of the Department at August 31, 2021.

8. SUBSEQUENT EVENTS

The department had no subsequent events that require disclosure.

SUPPLEMENTARY SCHEDULES

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

BASIC SUPERVISION

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 1,890,179	\$ 1,890,179	\$ -
Total State Aid Not Including SAFPF	<u>1,890,179</u>	<u>1,890,179</u>	<u>-</u>
State aid: SAFPF	13,146	13,146	-
Community supervision fees	3,631,521	3,631,521	-
Payments by program participants	595,509	595,509	-
Interest income	6,543	6,543	-
Other revenue	<u>7,276</u>	<u>7,276</u>	<u>-</u>
Total Revenue	<u>6,144,174</u>	<u>6,144,174</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	5,459,574	5,459,574	-
Travel and furnished transportation	18,123	18,123	-
Contract services for offenders	362,248	362,248	-
Professional fees	49,283	49,283	-
Supplies and operating expenses	119,711	119,711	-
Utilities	2,290	2,290	-
Equipment	<u>546</u>	<u>546</u>	<u>-</u>
Total Expenditures	<u>6,011,775</u>	<u>6,011,775</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	132,399	132,399	-
PRIOR YEAR ENDING FUND BALANCE	<u>2,342,726</u>	<u>2,342,726</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	\$ <u>2,475,125</u>	\$ <u>2,475,125</u>	\$ <u>-</u>

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

COMMUNITY CORRECTIONS
COMMUNITY CORRECTIONS FACILITY - SCORE

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 1,122,379	\$ 1,122,379	\$ -
Total Revenue	<u>1,122,379</u>	<u>1,122,379</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	242,701	242,701	-
Contract services for offenders	332,985	332,985	-
Professional fees	8,418	8,418	-
Supplies and operating expenses	<u>3,402</u>	<u>3,402</u>	<u>-</u>
Total Expenditures	<u>587,506</u>	<u>587,506</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	534,873	534,873	-
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>(451,428)</u>	<u>(451,428)</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>(451,428)</u>	<u>(451,428)</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	47,239	47,239	-
Refund due to CJAD	<u>(130,684)</u>	<u>(130,684)</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>(83,445)</u>	<u>(83,445)</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

DIVERSION GRANT PROGRAM
SPECIALIZED CASELOAD - SUBSTANCE ABUSE

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 44,526	\$ 44,526	\$ -
Total Revenue	<u>44,526</u>	<u>44,526</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	341,331	341,331	-
Professional fees	<u>334</u>	<u>334</u>	<u>-</u>
Total Expenditures	<u>341,665</u>	<u>341,665</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(297,139)	(297,139)	-
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>297,139</u>	<u>297,139</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>297,139</u>	<u>297,139</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

DIVERSION GRANT PROGRAM
SPECIALIZED CASELOAD - SEX OFFENDER

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 105,670	\$ 105,670	\$ -
Total Revenue	<u>105,670</u>	<u>105,670</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	121,235	121,235	-
Contract services for offenders	27,485	27,485	-
Professional fees	<u>793</u>	<u>793</u>	<u>-</u>
Total Expenditures	<u>149,513</u>	<u>149,513</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER)			
EXPENDITURES	(43,843)	(43,843)	-
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>43,843</u>	<u>43,843</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>43,843</u>	<u>43,843</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

DIVERSION GRANT PROGRAM
SPECIALIZED CASELOAD - MENTAL HEALTH INITIATIVE

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 36,552	\$ 36,552	\$ -
Total Revenue	<u>36,552</u>	<u>36,552</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	120,194	120,194	-
Professional fees	<u>274</u>	<u>274</u>	<u>-</u>
Total Expenditures	<u>120,468</u>	<u>120,468</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(83,916)	(83,916)	-
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>83,916</u>	<u>83,916</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>83,916</u>	<u>83,916</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

**COLLIN COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

TREATMENT ALTERNATIVES TO INCARCERATION PROGRAM

FOR THE YEAR ENDED AUGUST 31, 2021

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 36,113	\$ 36,113	\$ -
Total Revenue	<u>36,113</u>	<u>36,113</u>	<u>-</u>
EXPENDITURES			
Contract services for offenders	62,372	62,372	-
Professional fees	<u>271</u>	<u>271</u>	<u>-</u>
Total Expenditures	<u>62,643</u>	<u>62,643</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(26,530)	(26,530)	-
OTHER FINANCING SOURCES (USES)			
CC interfund transfer	<u>26,530</u>	<u>26,530</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>26,530</u>	<u>26,530</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	\$ <u>-</u>	\$ <u>-</u>	\$ <u>-</u>

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COMPLIANCE SECTION

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Collin County Community
Supervision and Corrections Department

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Collin County Community Supervision and Corrections Department (CSCD) as of and for the year ended August 31, 2021, and the related notes to the financial statements, which collectively comprise Collin County Community Supervision and Corrections Department's basic financial statements, and have issued our report thereon dated February 23, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Collin County CSCD's internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Collin County CSCD's internal control. Accordingly, we do not express an opinion on the effectiveness of Collin County CSCD's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Collin County CSCD's financial statements are free of material misstatement, we performed tests of its compliance with certain provision of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters (fraud, waste, etc.) that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Collin County CSCD's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Collin County CSCD's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Collin County CSCD, others within the organization, and the Texas Department of Criminal Justice – Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 23, 2022

**COLLIN COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED AUGUST 31, 2021

None.

**COLLIN COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE PRIOR YEAR ENDED AUGUST 31, 2020

None.

TDCJ-CJAD INDEPENDENT AUDIT COMPLIANCE CHECKLIST

The Compliance Checklist FORMAT AND CONTENT are NOT TO BE ALTERED.

Indicate whether these compliance requirements have been met by answering “YES,” “NO,” or “N/A” (Not Applicable). If “N/A” is blocked out, then answers must be either “YES” or “NO”. *Please contact your Fiscal Auditor if you have any questions.*

YES NO N/A

FINANCIAL POLICIES AND PROCEDURES (Questions 1-2)

An explanation is required to be reported in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs if questions 1 and 2 are answered NO.

Duties of the Fiscal Officer, FMM Fiscal Officer, Texas Government Code, Section 76.004 (Question 1)

Texas Government Code, Section 76.004, effective September 1, 2001 allows the judge(s) as described by Government Code section 76.002 the option to appoint a fiscal officer, other than the county auditor, to be responsible for the following: Managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities; Ensuring that financial transactions of the department are lawful and allowable; and Prescribing accounting procedures for the department.

1. Yes Did the fiscal officer follow the applicable laws, guidelines, and duties as specified on Fiscal Officer section of the Financial Management Manual for TDCJ-CJAD Funding?

Cash Matching for Grants; FMM Grants, Donations, Fees (Question 2)

With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program (CC, DP, or TAIP cash matching) or for funding an accepted Strategic Plan program (Basic Supervision or CC cash matching). All expenditures from the CSCD’s matching funds shall be in accordance with the Financial Management Manual for TDCJ-CJAD Funding (see the Allowable and Unallowable Expenditures section of this manual).

2. N/A Was cash matching properly: authorized, budgeted, and expended?

FINANCIAL STATEMENTS (Questions 3-9)

An explanation is required in the corresponding note of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 3, 5, 7, and 9 are answered NO. All sources identified in questions 4, 6, & 8-9 are required to be reported on their designated line item of the audited financial statements and in their corresponding note. See note for further instructions.

3. Yes Were expenditures and revenues supported by adequate documentation?

Interfund Transfers; FMM Financial Reports, Additional Reporting Requirements (Questions 4-5)

CSCDs cannot end a fiscal year with a negative fund balance in any program. Any negative fund balances in CC, DP, or TAIP must be covered by an interfund transfer from Basic Supervision. Basic Supervision can transfer funds to CC, DP, and TAIP. CC can transfer funds to DP and TAIP. Basic Supervision cannot receive funds from any programs unless those programs are returning funds they received from Basic earlier in the fiscal year. Transfers from DP and TAIP can only go to CC if returning funds received from CC earlier in the fiscal year. Transfers between CCs are not allowed; they should be done by increasing/decreasing state aid. Apart from returning unused funds, transfers cannot come from DP (even to/from another DP program) unless approved by the TDCJ-CJAD Division Director.

4. Yes ___ Did the CSCD have any interfund transfers and/or DP fund transfers in the fiscal year audited?

5. Yes ___ ___ If any, were all interfund transfers and/or DP fund transfers noted during the audit allowable?

Deobligation, Government Code, Chapter 509, Section 509.011 (h), FMM Deobligations (Questions 6-7)

Government Code, Chapter 509, Section 509.011 (h), allows CSCDs to deobligate any unencumbered state funds held by the department during a fiscal year (Basic Supervision, CC, DP, and TAIP). Deobligations are a reduction to state aid for funds that are in excess of the amount needed to operate the programs for the remainder of the year and are not to be reported as a refund.

6. ___ No In the fiscal year audited, did any deobligation of funds occur because of an excess of funds allocated to programs?

7. ___ ___ N/A Were the appropriate budget adjustments made for any reallocated funds?

Budget Variances, FMM Budgets (Question 8)

All budget variances identified in the budget variance statements are to be reported in the Budget Variances note of the notes to the financial statements, see note for further instructions. **If any budget variances in excess of the 15% rule, they are required to be reported in the Schedule of Findings and Questioned Costs.**

Expenditure line-item differences over 15% of the last TDCJ-CJAD approved budget within each individual program for the fiscal year audited.

8. ___ No Were any unfavorable budget variances in excess of the 15% rule identified in the Individual Statement of Revenues, Budget, Actual, and Variance for the fiscal year audited?

Prior Period Adjustments, FMM Financial Reports, Additional Reporting Requirements (Question 9)

Adjustment to beginning fund balance because of corrections and/or reporting adjustments to the general ledger of prior fiscal years, **not prior quarters of the current fiscal year.** This amount does not include prior-year refunds.

9. ___ ___ N/A If the CSCD had any **prior period adjustments** resulting from accounting corrections or reporting adjustments to the general ledger for the prior fiscal year(s), were they properly reported as prior period adjustments on the quarterly financial report in the corresponding quarter during which they were identified?

BASIS OF ACCOUNTING (Questions 10-12)

An explanation is required in the Basis of Accounting portion of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 10-12 are answered NO.

Basis of Accounting Requirements, FMM Fiscal Officer, Duties of the Fiscal Officer and Financial Reports (Questions 10-12)

FMM, Fiscal Officer, Duties of the Fiscal Officers: Managing and protecting funds, fees, state aid, and other receipts of money. Each program is to be maintained utilizing a separate self-balancing set of financial books and accounting records in accordance with proper fund accounting.

FMM Financial Reports, Basis of Accounting: Although funding recipients are encouraged to use the modified accrual basis of accounting for each quarter, the first, second, and third quarter reports may be prepared on the cash basis method of accounting. The fourth quarter report, which closes out the fiscal year, must be prepared on the modified accrual basis of accounting.

For the funding recipient to report an accrual, as of August 31 on the fourth quarter report, TDCJ-CJAD requires that the expenditures be paid, and the item received by October 31.

10. Yes Was separate accountability maintained for TDCJ-CJAD funds, i.e., fund accounting of self-balancing funds?
11. Yes Was the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD?
12. Yes Were proper cutoff procedures observed at the end of each fiscal period? *The cutoff date for revenues recognition and expenditures payments of the fiscal year audited is **October 31, of the fiscal year audited.***

FUNDS COLLECTED FROM SOURCES OTHER THAN TDCJ-CJAD REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (Questions 13-22)

*An explanation is required in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements and in the Schedule of Findings and Questioned Costs, if questions 13-14, or 22, are answered **NO** or 16-17, or 20-21 answered **YES**.*

*If any of the fees identified in questions 15, 18, and 19 were collected, they **are required** to be reported in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements.*

13. Yes Were TDCJ-CJAD funds and locally generated revenues expended in accordance with the Financial Management Manual for TDCJ-CJAD funding (FMM), TDCJ-CJAD Standards, TDCJ-CJAD field correspondence, TDCJ-CJAD Policy Statements, Special Grant Conditions, and applicable laws?
14. Yes Were locally generated funds, and other collections, documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits, and statements?

Administrative Fees, Texas Government Code Section 76.015c, FMM Statutory Requirements (Questions 15-17)

Government Code Chapter 76 Community Supervision and Corrections Departments Section 76.015c states: A department may assess a reasonable administrative fee of not less than \$25 and not more than \$60 per month on an individual who participates in a program operated by the department or receives services from the department and who is not paying a monthly fee under Article 42A.652, Code of Criminal Procedure (i.e. Community Supervision Fees).

15. No Did the CSCD collect any **administrative fees of \$25-\$60** from **offender and/or non-offender individuals** who either participate in a TDCJ-CJAD funded program or receive services from the department and who are not paying a monthly fee under Articles 42A Code of Criminal Procedure (i.e. Community Supervision Fees)?
16. N/A If collected, when the CSCD assessed the administrative fee, did the CSCD assess less than \$25 or more than \$60 for the fee?
17. N/A If collected, did the CSCD assess administrative fees of \$25-\$60 for those individuals who also pay a monthly supervision fee under Articles 42A.652 Code of Criminal Procedure?

Fees for Pretrial Intervention Programs; Texas Code of Criminal Procedure Chapter 102.012, FMM Statutory Requirements (*Question 18*)

Code of Criminal Procedure Chapter 102 Subchapter A General Costs Article 102.012, Fees for Pretrial Intervention Program states: (a) A court that authorizes a defendant to participate in a pretrial intervention program established under Section [76.011](#), Government Code, may order the defendant to pay to the court a supervision fee in an amount not more than \$60 per month as a condition of participating in the program. (b) In addition to or in lieu of the supervision fee authorized by Subsection (a), the court may order the defendant to pay or reimburse a community supervision and corrections department for any other expense that is: (1) incurred as a result of the defendant's participation in the pretrial intervention program, other than an expense described by Article [102.0121](#); or (2) necessary to the defendant's successful completion of the program.

18. No Did the CSCD collect fees for **pretrial intervention programs** in the fiscal year audited?

Administrative Fee (i.e., Transaction Administrative Fee); Texas Code of Criminal Procedure, Article 102.072, FMM Statutory Requirements (*Questions 19-22*)

Texas Code of Criminal Procedure, Article 102.072; Administrative Fee states: An officer listed in Article [103.003](#) or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed \$2 for each transaction. This article does not apply to a transaction relating to the collection of child support. A “transaction” is defined as an event that involves the collection of money for one or more purposes that results in a preparation of a single receipt. CSCDs shall not prepare separate receipts for money received during a single event for multiple purposes (i.e. to collect multiple \$2 administrative fees).

The “transaction” administrative \$2 fee is required to be budgeted and reported as Other Revenue in Basic Supervision.

19. No Did the CSCD collect **administrative fees** (i.e. **transaction administrative fees**) for each transaction made by the department relating to the collection of fines, fees, restitutions, or other costs imposed by a court during the fiscal year audited?

20. N/A If collected, did any single **transaction administrative fee** exceed the allowable \$2?

21. N/A If collected, during each transaction, does the CSCD issue separate receipts for each fine, fee, restitution, or other cost paid while charging the \$2 **transaction administrative fee** for each receipt?

22. N/A If collected, was the **transaction administrative fee** budgeted and recorded as Other Revenue in Basic Supervision and accounted for on a consistent basis (FMM Statutory Requirements)?

CASH, COLLECTIONS, CHANGE FUND, PETTY CASH (*Questions 23-26*)

An explanation is required to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the Notes to the Financial Statements and included in the Schedule of Findings and Questioned Costs if questions 23-26, 28, 32-33, and 34 are answered NO. All change fund and petty cash funds are required to be reported in the Cash, Collections, Change Fund, and Petty Cash & Investments note of the Notes to the Financial Statements.

Deposits and Disbursement Requirements, (*Questions 23-26*)

Government Code, Section 509.011 (c) Each department, county, or municipality shall deposit all state aid received from the division in a special fund of the county treasury or municipal treasury, as appropriate, to be used solely for the provision of services, programs, and facilities under this chapter or Subchapter H, Chapter [351](#), Local Government Code.

Local Government Code, Section 140.003 (f) Each specialized local entity (CSCD) shall deposit in the county treasury of the county in which the entity has jurisdiction the funds the entity receives. The county shall hold, deposit, disburse, invest, and

otherwise care for the funds on behalf of the specialized local entity (CSCD) as the entity (CSCD) directs. If a specialized local entity has jurisdiction in more than one county, the district judges having jurisdiction in those counties, by a majority vote, shall designate from among those counties the county responsible for managing the entity's funds.

Local Government Code, Section 113.022 (a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received. (b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113(a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Local Government Code, Section 113.001. COUNTY TREASURER AS CHIEF CUSTODIAN OF MONEY. The county treasurer, as chief custodian of county funds, shall keep in a designated depository and shall account for all money belonging to the county.

Local Government Code, Section 116.113. DEPOSIT OF FUNDS. (a) Immediately after the commissioner's court designates a county depository, the county treasurer shall transfer to the depository all of the county's funds and the funds of any district or municipal subdivision of the county that does not select its own depository. The treasurer shall also immediately deposit with the depository to the credit of the county, district, or municipality any money received after the depository is designated.

Local Government Code Section 116.115. CLEARINGHOUSE FOR MULTIPLE DEPOSITORIES. If the funds of a county are deposited with more than one depository, the commissioner's court shall by order name one of the depositories to act as a clearinghouse for the others. All county orders for payment are finally payable at the depository named as the clearinghouse.

23. Yes Were all the CSCD's state aid and net funds (revenues) received, deposited, and held in a special fund of the county treasury (county's bank account) during the fiscal year audited?

24. Yes Were all the CSCD's state aid and net funds (revenues) received: held, deposited, disbursed, invested, and otherwise cared for by the county on behalf of the CSCD, as the CSCD directed during the fiscal year audited?

25. Yes Were all the CSCD's state aid and net funds' (revenues) received deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?

26. Yes Were all the CSCD's collection accounts' remaining net funds (revenues) transferred to the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?

Change Fund, Local Government Code, Chapter 130, Section 130.902 (a), FMM Fiscal Change Fund (*Questions 27-28*)

Local Government Code, Chapter 130, Section 130.902 (a) The commissioner's court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official. (b) The bond of that official who receives such a change fund must cover the official's responsibility for the correct accounting and disposition of the change fund.

27. No Did the CSCD maintain a **change fund** authorized by the fiscal officer in the fiscal year audited? Change Funds are not to be confused with petty cash funds (*FMM Fiscal Officer*).

28. N/A Was the **change fund *only*** used to make change in connection with collections that are due and payable to the CSCD?

Petty Cash Utilizing CSCD Funds, Local Government Code, Section 130.909, FMM Petty Cash (Questions 29-33)

Local Government Code, Section 130.909. (a) The commissioner’s court of a county may set aside from the general fund of the county, for the establishment of a petty cash fund for any county or district official or department head approved by the commissioner’s court, an amount approved by: (1) the county auditor, for a county with a population of 3.3 million or more; or (2) the commissioner’s court, for a county with a population of less than 3.3 million. (FMM, State Payments, Financial Reports, Community Corrections Facility and Fiscal Officer)

29. No Did the CSCD maintain **petty cash** in the fiscal year audited?

30. N/A Was the petty cash fund maintained by **utilizing the CSCD’s funds** authorized by the county auditor?

31. N/A Was the petty cash fund maintained by **utilizing NON-CSCD revenues** (i.e. vending machine revenues)?

32. N/A Were **petty cash funds utilizing CSCD’s funds** used only for specific purposes for allowable items as listed in the Financial Management Manual for TDCJ-CJAD Funding?

33. N/A Were **petty cash funds utilizing CSCD’s funds** expended only for emergency situations authorized by a written policy and approved by the CSCD director?

Employee Surety Bond Coverage, FMM Employee Surety Bond Coverage (Question 34)

CSCD directors shall ensure that all public funds are protected by requiring that all employees with access to funds are covered by Employee Surety Bond coverage and that all funds maintained on CSCD premises are protected by appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage. CSCDs that have been authorized to have a change fund shall have Employee Surety Bond coverage on the employee who maintains and administers the change fund or petty cash fund, and the coverage shall include the employee’s responsibility for the correct accounting and disposition of the change fund or petty cash fund.

34. Yes Were all employees who had access to public funds and/or maintained and administered public funds, change funds and petty cash, which cover the employees’ responsibility for the correct accounting and disposition of the change fund and petty cash, covered by an employee surety bond?

SCHEDULE OF DIFFERENCES (Question 35)

*An explanation is required to be reported in the Schedule of Differences, Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 35 is answered **NO**.*

35. Yes Were revenues and expenditures as reported to TDCJ-CJAD on the quarterly financial reports in agreement with the funding recipient’s accounting records (CSCD’s actuals), the last approved budget, and with audited financial statements?

COMPLIANCE AND OTHER MATTERS; Standards for Financial Audits; Chapter 4, Item 4.25 Government Auditing Standards (Questions 36-40)

An explanation is required to be reported in the Report on Compliance and Internal Control and in the Schedule of Findings and Questioned Costs If questions 36-40 are answered **YES**.

- | | | | |
|-----|--------------------------|-----------|--|
| 36. | <input type="checkbox"/> | <u>No</u> | Were there any instances of deficiencies in internal control noted by the auditor? |
| 37. | <input type="checkbox"/> | <u>No</u> | Were there any instances of non-compliance noted by the auditor? |
| 38. | <input type="checkbox"/> | <u>No</u> | Were there any instances of fraud noted by the auditor? |
| 39. | <input type="checkbox"/> | <u>No</u> | Were there any instances of waste noted by the auditor? |
| 40. | <input type="checkbox"/> | <u>No</u> | Were there any instances of abuse noted by the auditor? |

SCHEDULE OF FINDINGS AND QUESTIONED COSTS Standards for Financial Audits; Chapter 4, Item 4.05, Government Auditing Standards (*Questions 41-42*)

An explanation is required to be reported in Schedule of Findings and Questioned Costs for Prior Year if questions 41-42 are answered **NO**.

- | | | | | |
|-----|--------------------------|--------------------------|------------|--|
| 41. | <input type="checkbox"/> | <input type="checkbox"/> | <u>N/A</u> | Do any action plans exist for significant findings from prior year audits? |
| 42. | <input type="checkbox"/> | <input type="checkbox"/> | <u>N/A</u> | If action plans exist from prior year audit findings, are they current? |

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Attachment G - FY 2021 Single Audit Report

COLLIN COUNTY, TEXAS

SINGLE AUDIT REPORT

**YEAR ENDED
SEPTEMBER 30, 2021**

COLLIN COUNTY, TEXAS

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SEPTEMBER 30, 2021

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Honorable County Judge and Members of the
Commissioners' Court of Collin County
McKinney, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Collin County, Texas, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise Collin County, Texas' basic financial statements, and have issued our report thereon dated March 31, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Collin County, Texas' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Collin County, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Collin County, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Collin County, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 31, 2022

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE AND THE STATE OF TEXAS UNIFORM GRANT MANAGEMENT STANDARDS

Honorable County Judge and Members of the
Commissioners Court of Collin County
McKinney, Texas

Report on Compliance for Each Major Federal and State Program

We have audited Collin County, Texas' (the "County's") compliance with the types of requirements described in the *OMB Compliance Supplement* and the State of Texas *Uniform Grant Management Standards* that could have a direct and material effect on each of the County's major federal and state programs for the year ended September 30, 2021. The County's major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal and state awards applicable to its federal and state programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the State of Texas *Uniform Grant Management Standards*. Those standards, the Uniform Guidance, and the State of Texas *Uniform Grant Management Standards* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal and State Program

In our opinion, the County, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2021.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County’s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with the Uniform Guidance and the State of Texas *Uniform Grant Management Standards*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County’s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

Report on the Schedule of Expenditures of Federal and State Awards Required by the Uniform Guidance and the State of Texas *Uniform Grant Management Standards*

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the County as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the County’s basic financial statements. We issued our report thereon dated March 31, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal and state awards is presented for purposes of additional analysis as required by the Uniform Guidance and the State of Texas *Uniform Grant Management Standards* and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal and state awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the State of Texas *Uniform Grant Management Standards*. Accordingly, this report is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 31, 2022

COLLIN COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

YEAR ENDED SEPTEMBER 30, 2021

Federal Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing	Grantor's Pass-through Number	Federal Expenditures	Pass-through Expenditures
FEDERAL AWARDS				
<u>U. S. Department of Agriculture</u>				
Passed through the Texas Health and Human Services Commission:				
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	HHS000801700001	\$ 1,114,115	\$ -
Total passed through the Texas Health and Human Services Commission			<u>1,114,115</u>	<u>-</u>
Total U. S. Department of Agriculture			<u>1,114,115</u>	<u>-</u>
<u>U. S. Department of Justice</u>				
Direct program:				
Coronavirus Emergency Supplemental Funding - COVID-19	16.034	2020-VD-BX-1071	<u>10,459</u>	<u>-</u>
Passed through the City of Dallas:				
Missing Children's Assistance	16.543	2019-MC-FX-K056	<u>11,998</u>	<u>-</u>
Total passed through the City of Dallas			<u>11,998</u>	<u>-</u>
Passed through the Texas Office of the Governor, Criminal Justice Division:				
Victims of Crime Act Formula Grant Program	16.575	2896604	57,361	-
Victims of Crime Act Formula Grant Program	16.575	2877104	<u>54,624</u>	<u>-</u>
Total passed through the Texas Office of the Governor, Criminal			<u>111,985</u>	<u>-</u>
Direct programs:				
Bullet Proof Vest	16.607	N/A	17,604	-
SW Border Rural LE Information Sharing and Interdictions Assistance Program	16.738	2019-DG-BX-0024	<u>40,884</u>	<u>-</u>
Total direct programs			<u>58,488</u>	<u>-</u>
Passed through the City of Plano:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2018-DJ-BX-0403	7,555	-
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2020-DJ-BX-0639	<u>5,983</u>	<u>-</u>
Total passed through the City of Plano			<u>13,538</u>	<u>-</u>
Subtotal Assistance Listing 16.738			<u>54,422</u>	<u>-</u>
Direct program:				
Equitable Sharing Program	16.922	N/A	<u>44,628</u>	<u>-</u>
Grand total direct programs			<u>113,575</u>	<u>-</u>
Total U. S. Department of Justice			<u>251,096</u>	<u>-</u>
<u>U. S. Department of the Treasury</u>				
Direct programs:				
Equitable Sharing Program	21.016	N/A	389,106	-
Coronavirus Relief Fund - COVID-19	21.019	N/A	68,582,198	50,203,315
Emergency Rental Assistance (ERA 1) Program	21.023	N/A	<u>17,440,494</u>	<u>17,440,494</u>
Total U. S. Department of the Treasury			<u>86,411,798</u>	<u>67,643,809</u>
<u>U.S. Elections Assistance Commission</u>				
Passed through Texas Secretary of State:				
2020 Help America Vote Act (HAVA) CARES Act - COVID-19	90.404	TX20101CARES-043	378,122	-
2020 Help America Vote Act (HAVA) Election Security	90.404	TX18101001-01-043	<u>58,292</u>	<u>-</u>
Subtotal Assistance Listing 90.404			<u>436,414</u>	<u>-</u>
Total passed through Texas Secretary of State			<u>436,414</u>	<u>-</u>
Total U.S. Elections Assistance Commission			<u>436,414</u>	<u>-</u>

COLLIN COUNTY, TEXAS

**SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
(Continued)
YEAR ENDED SEPTEMBER 30, 2021**

Federal Grantor/Pass-through Grantor/Program Title	Federal Assistance Listing	Grantor's Pass-through Number	Federal Expenditures	Pass-through Expenditures
FEDERAL AWARDS				
<u>U. S. Department of Health and Human Services Centers for Disease Control and Prevention:</u>				
Passed through the Texas Department of State Health Services:				
Public Health Emergency Preparedness (PHEP) FY21	93.069	537-18-0128-00001 A04	\$ 377,277	\$ -
Public Health Emergency Preparedness (PHEP) FY22	93.069	537-18-0128-00001 A05	<u>138,970</u>	<u>-</u>
Subtotal Assistance Listing 93.069			<u>516,247</u>	<u>-</u>
CPS/CRI CPS - Cities Readiness Initiative FY21	93.074	537-18-0141-00001 A04	102,612	-
CPS/CRI CPS - Cities Readiness Initiative FY22	93.074	537-18-0141-00001 A05	<u>31,102</u>	<u>-</u>
Subtotal Assistance Listing 93.074			<u>133,714</u>	<u>-</u>
Tuberculosis Federal 2020/21	93.116	HHS000686100011	19,032	-
Tuberculosis Federal 2021/22	93.116	HHS000686100011 A01	<u>84,711</u>	<u>-</u>
Subtotal Assistance Listing 93.116			<u>103,743</u>	<u>-</u>
Immunization Outreach 2021	93.268	HHS000119700018 A02	122,625	-
Immunization Outreach 2022	93.268	HHS000119700018 A03	66,199	-
Immunization Cooperative Agreements - COVID-19	93.268	HHS001019500012	<u>247,818</u>	<u>-</u>
Subtotal Assistance Listing 93.268			<u>436,642</u>	<u>-</u>
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	HHS000812700014 A01	185,331	-
Public Health Emergency Preparedness Coronavirus 2019	93.354	HHS000769800001 A03	<u>733,927</u>	<u>-</u>
Total passed through the Texas Department of State Health Services			<u>2,109,604</u>	<u>-</u>
Passed through the Texas Department of Family and Protective Services:				
Title IV-E Foster Care (CPS) 2020	93.658	HHS000285000007	4,257	-
Title IV-E Foster Care - Legal 2020	93.658	HHS000285100011	<u>40,544</u>	<u>-</u>
Total passed through the Texas Department of Family and Protective Services			<u>44,801</u>	<u>-</u>
Passed through the Texas Department of State Health Services:				
RLSS-Local Public Health System (Comprehensive) 2020/2021	93.991	HHS000485600007	4,132	-
RLSS-Local Public Health System (Comprehensive) 2021/2023	93.991	HHS001021000001	<u>4,164</u>	<u>-</u>
Subtotal Assistance Listing 93.991			<u>8,296</u>	<u>-</u>
Grand total passed through the Texas Department of State Health Services			<u>2,117,900</u>	<u>-</u>
Total U. S. Department of Health and Human Services			<u>2,162,701</u>	<u>-</u>
<u>U.S. Department of Homeland Security</u>				
Passed through the Governor's Division of Emergency Management:				
2019 UASI - Collin County - Regional Fusion Center Analysts	97.067	2979406	190,701	-
Collin County Elections Cybersecurity Grant	97.067	4124301	<u>38,982</u>	<u>-</u>
Subtotal Assistance Listing 97.067			<u>229,683</u>	<u>-</u>
Total passed through the Governor's Division of Emergency Management			<u>229,683</u>	<u>-</u>
Total U. S. Department of Homeland Security			<u>229,683</u>	<u>-</u>
 Total Federal Awards			 <u>\$ 90,605,807</u>	 <u>\$ 67,643,809</u>

COLLIN COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

(Continued)

YEAR ENDED SEPTEMBER 30, 2021

State Grantor/Pass-through Grantor/Program Title	Grantor's Pass-through Number	State Expenditures	Pass-through Expenditures
STATE AWARDS			
<u>Texas Department of State Health Services</u>			
Tuberculosis 2021	HHS000483500001 A01	\$ 170,606	\$ -
Tuberculosis 2022	HHS000483500001 A02	26,453	-
Immunization Outreach 2021	HHS000119700018 A02	194,121	-
RLSS-Local Public Health System (Comprehensive)	HHS001021000001	9,577	-
Infectious Disease Control Unit/Foodborne	HHS000436300030	149,881	-
Infectious Disease Control Unit/Foodborne	HHS000436300030 A02	16,714	-
Total Texas Department of State Health Services		<u>567,352</u>	<u>-</u>
<u>Texas Health and Human Services Commission</u>			
Community Mental Health Grant Program FY 2020	HHS000477100010	34,113	-
Total Texas Health and Human Services Commission		<u>34,113</u>	<u>-</u>
<u>Commission on State Emergency Communications</u>			
Passed through North Central Texas Council of Governments:			
911 Addressing	N/A	49,501	-
Total passed through North Central Texas Council of Governments		<u>49,501</u>	<u>-</u>
Total Commission on State Emergency Communications		<u>49,501</u>	<u>-</u>
<u>Texas Task Force on Indigent Defense</u>			
Indigent Defense Formula Grant	212-21-043	578,402	-
Total Texas Task Force on Indigent Defense		<u>578,402</u>	<u>-</u>
<u>State Comptroller of Public Accounts</u>			
Chapter 19 Election	N/A	37,082	-
Chapter 19 Election - COVID-19	TX20101CARES-043	73,182	-
Total State Comptroller of Public Accounts		<u>110,264</u>	<u>-</u>
<u>Texas Office of the Attorney General</u>			
Texas VINE Program	2110815	30,123	-
Chapter 59 Asset Forfeiture	N/A	22,602	-
Total Texas Office of the Attorney General		<u>52,725</u>	<u>-</u>
<u>Texas Office of the Governor, Criminal Justice Division</u>			
SF-State Criminal Justice Planning	2568109	40,840	-
SF-State Criminal Justice Planning	3960101	178,818	-
FC-District Attorney Testing of Forensic Evidence Grant	3930302	147,435	-
Total Texas Office of the Governor, Criminal Justice Division		<u>367,093</u>	<u>-</u>
<u>US Army Corps of Engineers</u>			
Increased Law Enforcement services Collin County	W9126G21P0031	3,236	-
Total US Army Corps of Engineers		<u>3,236</u>	<u>-</u>
<u>Texas Veterans Commission</u>			
Fund for Veterans' Assistance	GT-VTC20-002	272,390	-
Fund for Veterans' Assistance	GT-VTC21-002	91,442	-
Fund for Veterans' Assistance	GT-VMH20-000	164,562	-
Fund for Veterans' Assistance	GT-VMH21-000	52,920	-
Texas Veterans Commission		<u>581,314</u>	<u>-</u>
<u>Texas Department of Transportation</u>			
RTR - Frontier Parkway	CSJ: 0918-24-256	1,822,204	-
Total Texas Department of Transportation		<u>1,822,204</u>	<u>-</u>
Total State Awards		<u>\$ 4,166,204</u>	<u>\$ -</u>

COLLIN COUNTY, TEXAS

**NOTES TO SCHEDULE OF EXPENDITURES
OF FEDERAL AND STATE AWARDS**

SEPTEMBER 30, 2021

1. GENERAL

The accompanying Schedule of Expenditures of Federal and State Awards presents the activity of all applicable federal and state awards programs of Collin County, Texas. The County's reporting entity is defined in Note 1 of the basic financial statements. Federal and state awards received directly from federal and state agencies, as well as awards passed through other government agencies, are included on the Schedule of Expenditures of Federal and State Awards.

2. BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal and State Awards is presented using the modified accrual basis of accounting. The modified accrual basis of accounting is described in Note 1 of the basic financial statements.

3. INDIRECT COSTS

The County did not elect to apply the 10% de minimus indirect cost rate as allowed in the Uniform Guidance.

COLLIN COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2021

Summary of Auditor's Results

Financial Statements:

Type of auditor's report issued Unmodified

Internal control over financial reporting:

Material weakness(es) identified? None

Significant deficiency(ies) identified? None reported

Noncompliance material to financial statements noted? None

Federal and State Awards:

Internal control over major programs:

Material weakness(es) identified? None

Significant deficiency(ies) identified? None reported

Type of auditor's report issued on compliance for major programs Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) or the State of Texas *Uniform Grant Management Standards* None

Identification of major federal program:

Assistance Listing Number:	Name of Program or Cluster:
21.019	Coronavirus Relief Fund
21.023	Emergency Rental Assistance (ERA 1) Program

Identification of major state program:	Name of Program:
	RTR - Frontier Parkway

Dollar threshold used to distinguish between type A and type B federal programs \$2,718,174

Dollar threshold used to distinguish between type A and type B state programs \$300,000

Auditee qualified as low-risk auditee? Yes

COLLIN COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(Continued)
SEPTEMBER 30, 2021

**Findings Related to the Financial Statements Which are
Required to be Reported in Accordance With Generally
Accepted Government Auditing Standards**

None

Findings and Questioned Costs Related to Federal and State Awards

None

COLLIN COUNTY, TEXAS
SCHEDULE OF PRIOR YEAR FINDINGS
SEPTEMBER 30, 2021

None.

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INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytx.gov/government/Pages/officials.aspx>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Linda Riggs, County Auditor

Kristine Malone, 1st Assistant Auditor

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon – Asst. Purchasing Agent

Michelle Michaelis, Senior Buyer

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.