

Purchased Client Services Contract
Contract # 23792861 [Amendment/Renewal # 03
Service Type: Community Youth Development (CYD)

1. GENERAL REQUIREMENTS	
1.1.	Parties and Governing Law. Pursuant to its authority under Texas Human Resources Code §40.058, the Texas Department of Family and Protective Services (DFPS or the Department), and <u>City of Corpus Christi</u> (Contractor) enter into this Contract (Contract or Agreement), which, together with its incorporated documents and attachments, constitutes the entire agreement under the above referenced contract number. This Contract will be governed by and construed in accordance with the laws of the State of Texas with venue in State District Court, Travis County, Texas. DFPS agrees to purchase the services noted in this Contract, and Contractor agrees to provide these services according to the terms and conditions set forth in this agreement. In this Contract, all references to DFPS will include the Texas Health and Human Services Commission (HHSC) and any other agency named in Chapter 531 of the Texas Government Code. When acting in such capacity, HHSC or such other agency is an authorized agent acting on behalf of DFPS.
1.2.	Effective Date of Contract. The effective date of this Contract is <u>September 1, 2013 to August 31, 2014.</u>
1.3.	Contract Amount. DFPS will pay the Contractor up to <u>\$386,769.67</u> for fiscal year 2014 for September 1, 2013 through August 31, 2014 from available funds for services rendered in accordance with the terms of this Contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department.
1.4.	Delivery of Notices. Any notice required or permitted under this Contract by one party to the other party must be in writing and correspond with the contact information noted in this section. At all times, Contractor will maintain and monitor at least one active electronic mail (e-mail) address for the receipt of Contract-related communications from DFPS. It is the Contractor's responsibility to monitor this e-mail address for Contract-related information. 1.4.1. Contractor's Contact Information. The mailing address of the Contractor for all notices is <u>606 N. Carancahua, Suite 105, Corpus Christi, TX 78401.</u> 1.4.2. State Agency's Contact Information. The mailing address of DFPS for all notices is <u>2401 Ridgepoint Drive, M/C Y987, Austin, Texas 78754.</u>
1.5.	Funds Availability. This Contract depends upon the availability and receipt of state or federal funds that the Department has allocated to this Contract. If funds for this Contract become unavailable during any budget period, DFPS may immediately terminate or reduce the amount of this Contract at the discretion of the Department. Contractor will have no right of action against DFPS if DFPS cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Agreement.
1.6.	Payment. Contractors must seek payment or adjustment to payments in accordance with the time limit specified in <u>45 CFR 95.1</u> (Code of Federal Regulations). This subpart establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF). Any bill or amended bill, which is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed in a proper and timely fashion.

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1.7.	Independent Contractor. Contractor will serve as an independent contractor in providing services under this Contract. Contractor's employees will not be construed as employees of DFPS or the State of Texas. Contractor has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Contractor is responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.
1.8.	Order of Precedence. To the extent of any conflict between the provisions of this Contract and other relevant documents, the conflict will be resolved, to the extent possible, by reference to the documents in the following order of priority: 1.8.1. First, this Contract, including the scope of work and any attachments, and any amendments to any such items; 1.8.2. Second, the solicitation document, including all attachments and exhibits, and any modifications, addendum, or amendments issued in conjunction with the solicitation; and 1.8.3. Third, the application, response, or bid submitted by the Contractor, including all attachments and exhibits.
1.9.	Taxes. DFPS is not responsible for any state, local, or federal taxes. The Contractor must comply with all federal, state, and local tax laws.
1.10.	Sovereign Immunity. No part of any of this Contract, nor DFPS's conduct related to this Contract, will constitute a waiver of any of the privileges, rights, defenses, remedies, or immunities available to DFPS, the State of Texas, and their officials and staff. DFPS does not waive any such privileges, rights, defenses, or immunities by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.
1.11.	Severability. Invalidity or unenforceability of one or more provisions of this Contract will not affect any other provision of this Contract. If a part of the Contract is determined invalid or unenforceable, a clause of as similar terms as may be legally possible may be added in order to make the prior intent of such provision legal, valid, and enforceable.
1.12.	Disclosures under the Public Information Act. All contracts and other information submitted to DFPS may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If Contractor submits proprietary or otherwise confidential information to DFPS, then Contractor should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. DFPS assumes no responsibility for asserting legal arguments for Contractor. Contractor should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information.
1.13.	Force Majeure. Neither party will be liable for any delay in performance under this Contract related to an unavoidable cause not attributable to the fault or negligence of the respective party. Such delays will extend the period of performance at the discretion of DFPS. Contractor must inform the Department in writing of proof of force majeure within five (5) business days or otherwise waive this right as a defense.
1.14.	Prohibition on Non-compete Restrictions. Contractor will not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or

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	contracting with other providers (including DFPS).
1.15.	Cultural Competence. Contractor will make reasonable efforts to provide services that meet the individual needs of the client. Contractor will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Contractor will take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Contractor will provide services in the client's primary language, whether provided directly by Contractor or through a translator.
1.16.	INDEMNIFICATION. CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, DFPS, AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS CONNECTED WITH ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY DFPS. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE DEPARTMENT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF DFPS OR ITS EMPLOYEES.
1.17.	Insurance. Unless otherwise noted in this Contract, and to the extent that Contractor does not have or maintain insurance or does not have or maintain sufficient insurance, Contractor acknowledges and agrees that Contractor will be solely responsible for any losses or damages related to or caused by the Contractor's performing its duties and obligations under this Contract. DFPS will have no obligation to reimburse or otherwise pay Contractor for any costs incurred related to any such losses or damages.
1.18.	Notice of Funding. Contractor will place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this Contract. This notice will also appear in Contractor's annual financial report, if any is issued.
1.19.	Limitation on Use of DFPS Seal and Name. Contractor may not use the DFPS seal in any form or manner without the prior written approval of the Department. Contractor also may not use the name of DFPS to imply any endorsement, approval, or sponsorship of Contractor's goods or services by DFPS.
1.20.	Testimony in Proceedings. Contractor will require its employees to testify in judicial and administrative proceedings at the request of DFPS. To the extent possible, Contractor will also assist the Department in locating past employees, agents, volunteers, consultants, or subcontractors when DFPS requires past employees, agents, volunteers, consultants, or subcontractors to appear and testify in accordance with this subsection.
1.21.	Notifications. Contractor will notify the Department immediately of any significant change affecting Contractor or this Contract, including, but not limited to, change of Contractor's name or identity, ownership, control, governing board membership, key personnel, any problem or potential problem associated with performance or services, or payee identification number. Contractor will also provide DFPS with any documentation or information related to a notification provided for under this section. Contractor will also notify DFPS of any lawsuit brought against Contractor related to the services provided for in this Contract. Unless

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	<p>otherwise noted in this Contract, Contractor will provide all notices in writing to the Department within ten (10) working days.</p>
<p>1.22.</p>	<p>Removal of Access. Contractor will immediately remove access capabilities to any DFPS automated/internet-based application(s) or immediately notify DFPS that access to such applications needs to be terminated for an employee, subcontractor, or volunteer whose employment, subcontract, or volunteer term with Contractor has ended for any reason.</p>
<p>1.23.</p>	<p>Buy Texas. In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.</p>
<p>1.24.</p>	<p>Reporting Abuse, Neglect, or Exploitation. Contractor will promptly report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within twenty-four (24) hours of the discovery of abuse, neglect, or exploitation.</p>
<p>1.25.</p>	<p>Comptroller Status. Contractor has an affirmative duty to remain in compliance with applicable franchise tax requirements. If the Texas Comptroller of Public Accounts (CPA) designates the Contractor to be forfeited from doing business in the State of Texas, the contract will terminate effective on that date.</p> <p>Contractor agrees that should the Texas Comptroller of Public Accounts (CPA) ever place the Contractor on "vendor hold," then the Department will apply all payments under this Contract directly toward eliminating any of Contractor's debts or delinquencies to the State of Texas.</p>
<p>1.26.</p>	<p>Subcontracting. Contractor will be responsible to DFPS for any subcontractor's performance under this Contract. Subcontractors providing services under the Contract will meet the same requirements and level of experience as required of Contractor. No subcontract under the Contract will relieve Contractor of responsibility for ensuring the requested services are provided. If Contractor uses a subcontractor for any or all of the work required, the following conditions will apply:</p> <ul style="list-style-type: none"> 1.26.1. Contractors planning to subcontract all or a portion of the work to be performed will identify the proposed subcontractors. 1.26.2. Subcontracting will be solely at Contractor's expense. 1.26.3. DFPS retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors. 1.26.4. Contractor will be the sole contact for DFPS and Contractor will list a designated point of contact for all Department inquiries. 1.26.5. Subcontracts. Contractor will include a term in all proposed subcontracts that incorporates this Contract by reference and binds subcontractor to all the requirements, terms, and conditions of this Contract related to the service being provided by the subcontractor, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Contractor's use of any subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Contractor. 1.26.6. Payment to Subcontractors. Pursuant to Chapter 2251 of the Texas Government Code, Contractor will make any payments owed to subcontractors within ten (10) calendar days of Contractor's receipt of funds

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	<p>from DFPS.</p>
<p>1.27.</p>	<p>Assignments. Contractor will refrain from transferring or assigning any portion of this Contract without prior written approval from DFPS. Contractor may collaterally assign its right to receive payments for the services provided by Contractor. Contractor must give written notice to DFPS at least ten (10) working days in advance of any assigned payment. Contractor will not assign or otherwise encumber any interest in or rights to payments of funds that Contractor must pass through to other individuals or entities per the requirements of this Contract.</p>
<p>1.28.</p>	<p>Federal and State Requirements. Contractor will comply with all applicable federal and state regulations as well as the Department's policies and procedures regarding services delivered under this Contract.</p> <p>1.28.1. Anti-Discrimination. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:</p> <p>1.28.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d <i>et seq.</i>);</p> <p>1.28.1.2. Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794): this Contract may be subject to HHS EIR Accessibility Requirements. If Contract must comply with HHS EIR Accessibility Requirements, Contractor must follow the terms and conditions at: http://architecture.hhsc.state.tx.us/myweb/Accessibility/docs/HHSUniformEIRAccessibilityClause.doc</p> <p>1.28.1.3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 <i>et seq.</i>);</p> <p>1.28.1.4. Age Discrimination Act of 1975 (42 U.S.C. §§6101–6107);</p> <p>1.28.1.5. Title IX of Education Amendments of 1972 (20 U.S.C. §§1681–1688);</p> <p>1.28.1.6. Food Stamp Act of 1977 (7 U.S.C. §2011 <i>et seq.</i>); and</p> <p>1.28.1.7. The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.</p> <p>1.28.2. Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.</p> <p>1.28.3. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that</p>

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exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- 1.28.4.** Contractor agrees to comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- 1.28.5.** Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of Contractor's civil rights policies and procedures.
- 1.28.6.** Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

- 1.28.7.** If applicable, Contractor will comply with:
 - 1.28.7.1.** Health and Safety Code Section 85.113 (workplace and confidentiality guidelines regarding AIDS and HIV);
 - 1.28.7.2.** The Immigration Reform and Control Act of 1986 and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this Contract; including The Immigration Act of 1990 and The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996;
 - 1.28.7.3.** All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and DFPS;
 - 1.28.7.4.** The Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*);
 - 1.28.7.5.** All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan related to the Energy Policy and Conservation Act (Pub.L.94-163);
 - 1.28.7.6.** The Fair Labor Standards Act (FLSA) (29 U.S.C. § 201 *et seq.*)

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regarding minimum wages, overtime pay, recordkeeping, and child labor; and

1.28.7.7. 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).

1.28.8. FFATA Reporting. Contractor must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 1.27.9 if Contractor is a Subrecipient. No direct payment will be made to Contractor for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 1.27.9 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract. DFPS may provide written notice to Contractor of any such change in accordance with this Contract, but such notice will not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements.

1.28.9. Subrecipient Reporting. If Contractor is a Subrecipient, Contractor will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

1.28.9.1. Sub-award Information. A Subrecipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of \$25,000 or more, (and any modifications to these contracts that change previously reported data):

1.28.9.1.1. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.

1.28.9.1.2. Name of the Contractor.

1.28.9.1.3. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

1.28.9.1.4. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

1.28.9.2. Subrecipient Officers' Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the Contractor will report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year if—

1.28.9.2.1. In the Contractor's preceding fiscal year, the Contractor received—

1.28.9.2.1.1. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

1.28.9.2.1.2. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

1.28.9.2.1.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To

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	<p>determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/excomp.htm.)</p>
<p>1.29.</p>	<p>Right to Audit. Contractor will cooperate fully in any review conducted by DFPS or its authorized representatives related to services provided under this Contract. DFPS has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Contractor, including all information related to any services provided under this Contract or billed to DFPS. Contractor will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by DFPS or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate actions deemed necessary by DFPS. Acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this Contract or any subcontract. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Failure to enforce any provision of the Contract does not constitute a waiver of that provision, or any other provision, of the Contract.</p>
<p>1.30.</p>	<p>Reporting. Contractor will submit all reports requested by the Department in appropriate format and within the time limits specified by DFPS. Contractor will make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.</p>
<p>1.31.</p>	<p>Record Keeping.</p> <p>1.31.1. Unless otherwise noted in this Contract, Contractor will maintain legible copies of this Contract and all related documents for a minimum of five (5) years after the termination of the contract period or five (5) years after the completion of any litigation or dispute involving the Contract, whichever is later. Contractor will provide any records and information concerning a child to the Department upon request. Contractor must forward legible records and information to the Department within fourteen (14) calendar days. Contractor will provide any necessary records and information to DFPS upon verbal request in emergency situations. In emergency situations, Contractor must submit legible records and information within the Department's specified timeframe. THE CONTRACTOR MUST NOT DISPOSE OF RECORDS PERTAINING TO CHILDREN IN DFPS CONSERVATORSHIP BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.</p> <p>1.31.2. Contractor will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Contractor has a duty to protect personal information and to notify all affected parties of any breach of personal information.</p>
<p>1.32.</p>	<p>Authority of Department Staff. DFPS staff are not authorized to sign non-DFPS forms unless those forms have received prior approval by the Department. DFPS is not bound by</p>

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	<p>unauthorized staff actions in signing such forms.</p>
<p>1.33.</p>	<p>Single Audit. All contractors identified as subrecipients will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Contractor will submit an annual financial and compliance audit of Contractor's fiscal year in accordance with Single Audit Requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations) and Texas Uniform Grant Management Standards. Contractor will re-procure with the objective of rotating the independent audit firm every six years. Contractor will submit verification of the re-procurement of the independent audit firm for Single Audits.</p>
<p>1.34.</p>	<p>DFPS Confidential Information. Contractor will not release confidential information to any party without the prior written approval of DFPS. Contractor will not use any information supplied by DFPS except for the purposes that the Department intends the information to be used. If Contractor stores, collects, or maintains any data, Contractor will only use such data internally for implementing this Contract.</p> <p>1.34.1. Contractor will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state laws, rules, and regulations.</p> <p>1.34.2. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this Contract. The Department will have an absolute right to access to and copies of such information, upon request.</p> <p>1.34.3. If Contractor receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Contractor will provide DFPS with immediate notice of such request (no later than two (2) business days) so that the Department may seek an appropriate protective order and/or consent to Contractor's disclosure of the requested records.</p> <p>1.34.4. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.</p>
<p>1.35.</p>	<p>Intellectual Property. Except as otherwise provided in this Contract, all products produced by Contractor as a result of this Contract become the sole property of DFPS, including, without limitation, all plans, designs, software, and other contract deliverables.</p> <p>1.35.1. If Contractor develops any copyrightable material in the course of performing this Contract, then Contractor will grant the State of Texas, DFPS, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.</p> <p>1.35.2. This section does not apply to any report, document, or other data, or any invention of Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Contract.</p>
<p>1.36.</p>	<p>DFPS Background Check Policy. Contractors will submit criminal abuse and neglect history information for background checks electronically through the DFPS Automated Background Check System (ABCS) according to the instructions in the user guide located at: http://www.dfps.state.tx.us/documents/PCS/ABCSEUserGuideFY09.pdf.</p> <p>1.36.1. Disclosure and Release. Contractor will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against</p>

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	<p>that employee, subcontractor, or volunteer alleging the commission of:</p> <ul style="list-style-type: none"> 1.36.1.1. an act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities; 1.36.1.2. criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code against: <ul style="list-style-type: none"> 1.36.1.2.1. the person; 1.36.1.2.2. the family; 1.36.1.2.3. public order or decency; 1.36.1.2.4. public health, safety, or morals; or 1.36.1.2.5. property; 1.36.1.3. an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or 1.36.1.4. any act or offense that can reasonably be associated with potential risk of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period. <p>1.36.2. Method of Disclosure and Release. This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:</p> <ul style="list-style-type: none"> 1.36.2.1. a criminal history background check; 1.36.2.2. a DFPS abuse and neglect history check; and 1.36.2.3. a signed disclosure and release by each person attesting to this information, which will be maintained by Contractor, available for review by the Department, and renewed at intervals not to exceed 24 months while the Contract is in effect. <p>1.36.3. Direct Contact with Clients. Contractor will prevent or promptly remove any employee, subcontractor, or volunteer from direct client contact and/or from access to client records who is alleged to have committed any act listed in this Contract. If it is determined with certainty that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Contractor or subcontractor will notify the Department of its intent to do so no later than ten (10) business days and receive Department approval prior to the reassignment. Contractor or subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If the person in question is found to have committed any of the acts or offenses listed in this Contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.</p>
<p>1.37.</p>	<p>Changes to Contract. The parties to this Agreement may make modifications to the Contract according to the requirements of this section.</p> <ul style="list-style-type: none"> 1.37.1. Bilateral Amendment. Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties. 1.37.2. Unilateral Amendment. The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances: <ul style="list-style-type: none"> 1.37.2.1. to correct an obvious clerical error in this Contract; 1.37.2.2. to change the Contract number;

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	<p>1.37.2.3. to incorporate new or revised federal or state laws, regulations, rules, or policies;</p> <p>1.37.2.4. to comply with a court order or judgment;</p> <p>1.37.2.5. to update service level descriptions or daily rates;</p> <p>1.37.2.6. to change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State;</p> <p>1.37.2.7. to change the designated DFPS mailing address for this Contract;</p> <p>1.37.2.8. to change the designated Contractor mailing address for this Contract; or</p> <p>1.37.2.9. to change the recorded license number of any license needed under this Contract in order to reflect the current number as issued by the licensing authority.</p> <p>1.37.3. Contract Renewal. DFPS may renew this Contract at the Department's discretion on an annual basis by mutual agreement, subject to the conditions in 40 TAC §732.203 and the terms of this Contract.</p>
<p>1.38.</p>	<p>Complaint Reporting. Unless otherwise noted in this Contract, DFPS will contact Contractor when a complaint is received, and advise the Contractor whether DFPS will conduct an investigation or will coordinate with the Contractor for an investigation and a response. When DFPS requires the Contractor to conduct any part of the complaint investigation, Contractor must respond in writing to DFPS with all information and according to DFPS requirements and specified time frames. If Contractor is unwilling or unable to provide any information within the time required, Contractor will provide a written explanation for any information that Contractor does not submit, any applicable date by which Contractor will provide the information, and the detailed reasons why Contractor is unwilling or unable to provide such information.</p>
<p>1.39.</p>	<p>Termination, Remedies, and Dispute Resolution. Failure to enforce any provision of this Contract does not constitute a waiver of that provision, or any other provision, of the Contract.</p> <p>1.39.1. Abandonment or Default. If Contractor defaults on the Contract, DFPS reserves the right to cancel this Contract without notice and either re-solicit or re-award the contract to the next best respondent or bidder. DFPS reserves the right not to consider the defaulting Contractor in the re-solicitation or in future solicitations for the same type of work, unless the specification or scope of work significantly changed. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this Contract.</p> <p>1.39.2. Immediate Suspension or Termination. The Department will immediately suspend or revoke this Contract if the Contractor is found liable for, or has a contract, license, certificate, or permit of any kind revoked for, Medicaid fraud. DFPS will also immediately suspend or revoke this Contract if a necessary license, certificate, or permit named in this Contract expires or is revoked by any applicable licensing authority for any reason.</p> <p>1.39.3. Remedies. The Department, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions, including, but not limited to:</p> <p>1.39.3.1. requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term;</p> <p>1.39.3.2. withholding or recouping payments made to the Contractor or imposing other sanctions based on audit finding of violations of contract requirements;</p> <p>1.39.3.3. suspending and/or limiting any services and placing conditions on any</p>

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	<p>such suspensions and/or limitations of services;</p> <p>1.39.3.4. removing any employee of the Contractor or any subcontractor from the provision of services under this contract; and</p> <p>1.39.3.5. suspending, placing into abeyance, or removal of any contractual rights including, but not limited to, withholding of payment, cessation of placement, and removal of all contract rights.</p> <p>1.39.4. Termination. Either party may terminate this Contract at any time with the consent of the other party. In addition, either party may terminate this Contract by providing thirty (30) days written notice to the other party of the Contract's final date. Nothing in this section will be construed to prohibit the Department's right to immediately terminate this Contract.</p> <p>1.39.5. Transition after Termination. At the end of the contract term or other contract termination or cancellation, Contractor will in good faith and in reasonable cooperation with the Department, aid in the transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled. Upon termination or expiration of this Contract, DFPS will work with Contractor to transfer all services as efficiently as possible with the goal to have all necessary services transferred by the effective date of the expiration or termination of the Contract. However, in the event that a transfer of all necessary services is not possible, Contractor will continue to provide necessary services in accordance with all terms and conditions of this Contract until all necessary client services are completely transferred.</p> <p>1.39.6. General Release. The acceptance by Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction, or any other administrative means, will constitute and operate as a general release to the State from all claims of and liability to the Contractor arising out of the performance of this Contract.</p> <p>1.39.7. Contract Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code will be used by the Department and Contractor to attempt to resolve any claim for breach of contract made by Contractor.</p>
<p>1.40.</p>	<p>Certifications. The certifications enumerated below represent material facts upon which DFPS relies when accepting a bid for this solicitation. If the Department later determines that Potential Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Contractor further agrees that it will provide immediate written notice to DFPS if at any time Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. <u>If the Contractor cannot certify the accuracy of all the statements contained in this section, Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why.</u> Contractor acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify DFPS of any changes in circumstances affecting these certifications:</p> <p>1.40.1. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:</p> <p>1.40.1.1. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection</p>

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with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- 1.40.1.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- 1.40.1.3.** The Contractor will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.
- 1.40.1.4.** Payments of appropriated or other funds to Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.
- 1.40.2. Suspension, Ineligibility, and Voluntary Exclusion.** Executive Orders 12549, 13224 and 12689 require DFPS to screen each covered Contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:
 - 1.40.2.1.** That Contractor is, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
 - 1.40.2.2.** That Contractor will not knowingly enter into any subcontract with a person who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services or U.S. Treasury Department, as applicable.
 - 1.40.2.3.** That Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.
- 1.40.3. Child Support.** Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.40.4. Drug-Free Workplace Certification.** Contractor certifies that it will or will continue to provide a drug-free workplace by:
 - 1.40.4.1.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.40.4.2.** Establishing an ongoing drug-free awareness program to inform employees about—
 - 1.40.4.2.1.** The dangers of drug abuse in the workplace;

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- 1.40.4.2.2.** The grantee's policy of maintaining a drug-free workplace;
- 1.40.4.2.3.** Any available drug counseling, rehabilitation, and employee assistance programs; and
- 1.40.4.2.4.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 1.40.4.3.** Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;
- 1.40.4.4.** Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—
 - 1.40.4.4.1.** Abide by the terms of the statement; and
 - 1.40.4.4.2.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 1.40.4.5.** Notifying the agency in writing, within ten calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
- 1.40.4.6.** Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—
 - 1.40.4.6.1.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.40.4.6.2.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 - 1.40.4.6.3.** Making a good faith effort to continue to maintain a drug-free workplace.
- 1.40.5. Anti-Trust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Contractor certifies that neither the Contractor nor the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 1.40.6. Deceptive Trade Practices.** Contractor certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last 5 years. Contractor certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last 5 years. Contractor represents and warrants that within the last five years it has not been found guilty or liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.
- 1.40.7. Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, Contractor certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract concerning this certification may be

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	<p>terminated and payment withheld if this certification is inaccurate.</p> <p>1.40.8. Financial Interests and Gifts. Contractor certifies that neither Contractor nor any person or entity that will participate financially in a contract has received compensation from DFPS for participation in preparation of specifications for a contract. Contractor certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.</p>
<p>1.41.</p>	<p>Incorporation by Reference. The following documents are incorporated into the Contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s).</p> <p>1.41.1. DFPS Procurement: #530-11-0006</p> <p>1.41.2. Form 2031, Signature Authority Designation</p> <p>1.41.3. Form 4732, Request for Determination of Ability to Contract</p> <p>1.41.4. Form 2030, Budget for Purchase of Service with Narrative, if applicable</p> <p>1.41.5. Form 1513, Disclosure of Ownership and Control Interest Statement, if applicable</p> <p>1.41.6. HUB Subcontracting Plan, if applicable</p> <p>1.41.7. Form 9007 Cost Reimbursement, Internal Control Structure Questionnaire (ICSQ), if applicable</p> <p>1.41.8. PEI Supplement</p> <p>1.41.9. Cost Reimbursement Supplement</p> <p>1.41.10. Performance Measures Attachment</p> <p>1.41.11. Plan of Operation</p> <p>1.41.12. Policy and Procedures Manual</p> <p>1.41.13. Policy Clarifications sent by the Department</p>
<p>1.42.</p>	<p>Vendor Performance. Pursuant to Section 2155.144 (K) of the Texas Government Code and 20.108 of the Texas Administrative Code, state agencies are required to report vendor performance on any purchase of \$25,000 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. DFPS reports vendor performance by means of the Vendor Performance Tracking System (VPTS), which can be accessed online at:</p> <p>http://www.window.state.tx.us/procurement/prog/vendor_performance/</p> <p>DFPS may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.</p>
<p>1.43.</p>	<p>Information Security Requirements. Contractor must comply with the following:</p> <p>1.43.1 The DFPS IT Security Policy located at:</p> <p>http://www.dfps.state.tx.us/documents/PCS/Contractor_Information_Security.pdf</p> <p>1.43.2 Health and Human Services Enterprise Information Security Standards and Guidelines</p> <p>1.43.3 Title 1, Texas Administrative Code, Sections 202.1 and 202.3-.28</p>

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	<p>1.43.4 Texas Human Resources Code, Section 40.005</p> <p>1.43.5 Texas Family Code, Section 161.006(a)-(b)</p> <p>1.43.6 Texas Family Code, Section 162.018</p> <p>1.43.7 Texas Family Code, Subchapter C, Sections 261.201-.203</p> <p>1.43.8 Texas Family Code, Section 264.408</p> <p>1.43.9 Texas Family Code, Section 264.511</p> <p>1.43.10 Texas Health and Safety Code, Section 85.115</p> <p>1.43.11 Title 40, Texas Administrative Code, Subchapter B, Sections 700.201-.209</p> <p>1.43.12 The Federal Information Security Management Act of 2002 (FISMA);</p> <p>1.43.13 Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;</p> <p>1.43.14 NIST Special Publication 800-53 Revision 3 – Recommended Security Controls for Federal Information Systems and Organizations; and</p> <p>1.43.15 NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems.</p> <p>1.43.16 In addition to the requirements expressly stated in this Section, Contractor must comply with any other State or Federal law, regulation, or administrative rule relating to the specific DFPS program area that Contractor supports.</p> <p>1.43.17 Upon reasonable notice, Contractor must provide, and cause its subcontractors and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:</p> <p style="padding-left: 20px;">1.43.17.1 Contractor information security policies;</p> <p style="padding-left: 20px;">1.43.17.2 Contractor information security procedures;</p> <p style="padding-left: 20px;">1.43.17.3 Contractor information security standards;</p> <p style="padding-left: 20px;">1.43.17.4 Contractor information security guidelines;</p> <p style="padding-left: 20px;">1.43.17.5 Contractor security plan in compliance with NIST Special Publication 800-53 Revision 3;</p> <p style="padding-left: 20px;">1.43.17.6 Contractor security violation reports;</p> <p style="padding-left: 20px;">1.43.17.7 Contractor employee security acknowledgement agreements; and</p> <p style="padding-left: 20px;">1.43.17.8 Lists of Contractor’s employees, subcontractors, and agents with authorized access to DFPS confidential information.</p> <p>1.43.18 Items 1.42.17.1 through 1.42.17.7 above are subject to DFPS’ review and approval. Neither DFPS’ review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Contractor’s obligations under this Agreement.</p> <p>1.43.19 Contractor will provide, and will cause its subcontractors and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:</p> <p style="padding-left: 20px;">1.43.19.1 Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report;</p> <p style="padding-left: 20px;">1.43.19.2 General Security Controls Audit;</p> <p style="padding-left: 20px;">1.43.19.3 Application Controls Audit;</p> <p style="padding-left: 20px;">1.43.19.4 Vulnerability Assessment; and</p> <p style="padding-left: 20px;">1.43.19.5 Network/Systems Penetration Test.</p>
<p>1.44.</p>	<p>Survivability. All obligations and duties of the Contractor not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the</p>

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	Contract.
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2. SERVICES							
2.1.	This Contract incorporates Section 2 of Procurement # 530-11-0006 in its entirety as Section 2 of this Contract.						
3. UTILIZATION AND COMPENSATION							
3.1.	This Contract incorporates Section 3 of Procurement # 530-11-0006 in its entirety as Section 3 of this Contract.						
4. SIGNATURE							
4.1.	This Contract constitutes the entire legal and binding agreement between the parties, who have duly authorized, executed, and delivered this Contract in accordance with its terms. The undersigned representatives have the authority to execute and agree to this Contract on behalf of their respective represented party.						
4.2.	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Texas Department of Family and Protective Services</td> <td style="width: 50%;">Contractor City of Corpus Christi</td> </tr> <tr> <td>_____ Signature Printed Name: Audrey Deckinga Title: Assistant Commissioner for Child Protective Services</td> <td>_____ Signature Printed Name: Michael Morris Title: Director of Parks and Recreation</td> </tr> <tr> <td>_____ Date</td> <td>_____ Date</td> </tr> </table>	Texas Department of Family and Protective Services	Contractor City of Corpus Christi	_____ Signature Printed Name: Audrey Deckinga Title: Assistant Commissioner for Child Protective Services	_____ Signature Printed Name: Michael Morris Title: Director of Parks and Recreation	_____ Date	_____ Date
	Texas Department of Family and Protective Services	Contractor City of Corpus Christi					
	_____ Signature Printed Name: Audrey Deckinga Title: Assistant Commissioner for Child Protective Services	_____ Signature Printed Name: Michael Morris Title: Director of Parks and Recreation					
	_____ Date	_____ Date					

**FY 2014 Performance Measures for
Community Youth Development (CYD) Program
Procurement Number: 530-11-0006
Attachment I**

Goal of the Contract: To prevent delinquency in Target Youths

Output Measures

Output #1: The expected average number of Target Youths are served monthly.

Performance Period: Contractor performance for this output is determined for each month of the contract period, either wholly or partially, depending on the contract start and end dates.

Indicator: Average number of unduplicated Target Youths served in the Contractor's CYD Program each month

Target: 430

Purpose: To evaluate the Contractor's effort at providing services to youths in the CYD Program

Data Source: PEIS Database

Methodology: The numerator is the total number of unduplicated Target Youths served by the Contractor during the most recent completed month, added to the total number of unduplicated Target Youths served by the Contractor during each previous completed month (if any). The denominator is the total number of completed months. Divide the numerator by the denominator.

Output #2: The expected number of Target Youths are served during the contract period.

Performance Period: Contractor performance for this output is determined annually but measured quarterly throughout the contract period.

Indicator: Total number of unduplicated Target Youths served in the Contractor's CYD Program during the contract period.

Target: 1376

Purpose: To evaluate the Contractor's effort at providing services to youths in the CYD Program

Data Source: PEIS Database

Methodology: Total number of unduplicated Target Youths with unique client ID numbers that were served by the Contractor during the contract period.

Output #3: Pre-Service and Post-Service Protective Factors Survey Questionnaires are completed by the 6-9 year old Target Youths served.

Performance Period: Contractor performance for this output is determined annually but measured quarterly throughout the contract period.

Indicator: Percentage of eligible 6-9 year old Target Youths served in the Contractor's CYD Program from whom completed Pre-Service Protective Factors Survey Questionnaires and matching Post-Service Protective Factor Survey Questionnaires are obtained by the Contractor

Target: 60%

Purpose: To evaluate the Contractor's effort at obtaining outcome data

Data Sources: PEIS Database

Methodology: The numerator is the number of eligible 6-9 year old Target Youths served by the Contractor during the contract period from whom completed Pre-Service Protective Factors Survey Questionnaires and matching Post-Service Protective Factor Survey Questionnaires were obtained. The denominator is the total number of eligible 6-9 year old Target Youths served by the Contractor during the contract period. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

Output #4: Pre-Service and Post-Service Protective Factors Survey Questionnaires are completed by the 10-17 year old Target Youths served.

Performance Period: Contractor performance for this output is determined annually but measured quarterly throughout the contract period.

Indicator: Percentage of eligible 10-17 year old Target Youths served in the Contractor's CYD Program from whom completed Pre-Service Protective Factors Survey Questionnaires and matching Post-Service Protective Factor Survey Questionnaires are obtained by the Contractor

Target: 60%

Purpose: To evaluate the Contractor's effort at obtaining outcome data

Data Sources PEIS Database

Methodology: The numerator is the number of eligible 10-17 year old Target Youths served by the Contractor during the contract period from whom completed Pre-Service Protective Factors Survey Questionnaires and matching Post-Service Protective Factor Survey Questionnaires were obtained. The denominator is the total number of eligible 10-17 year old Target Youths served by the Contractor during the contract period. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

Outcome Measures

Outcome #1: 6-9 year old Target Youths report an increase in the protective factors.

Performance Period: Contractor performance for this outcome is determined annually.

Indicator: Percentage of unduplicated 6-9 year old Target Youths who indicate an absolute increase in protective factors, as determined by comparison of the Pre-Service Protective Factors Survey scores to the Post-Service Protective Factors Survey scores

Target: 75% (The Contractor's ability or inability to meet or exceed this target will not be the sole means for assessing their success in providing the contracted client services. DFPS reserves the right to revise the target for this outcome measure for any subsequent contract periods based on statewide Contractor performance data.)

Purpose: To evaluate the Contractor's success at increasing protective factors in the 6-9 year old Target Youths who are served by the Contractor's CYD Program

Data Sources: PEIS Database

Methodology: For each eligible 6-9 year old Target Youth from whom both Pre- and Post-Service Protective Factors Survey Questionnaires are obtained by the Contractor:

1. Calculate the scores for both the Pre- and Post-Service Questionnaires per instructions in the Protective Factors Survey User Manual.
2. For each set of matching Pre- and Post-Service Questionnaires from the same 6-9 year old Target Youth, subtract the score in the Pre-Service Protective Factors Survey Questionnaire from the corresponding score in the Post-Service Protective Factors Survey Questionnaire to determine an absolute increase, if any.
3. Count the number of Post-Service Protective Factors Survey Questionnaires that indicate an absolute increase.
4. The numerator is the number of Post-Service Protective Factors Survey Questionnaires that indicate an absolute increase in the score. The denominator is the total number of Post-Service Protective Factors Survey Questionnaires completed by eligible 6-9 year old Target Youths. Divide the numerator by the denominator, multiply by 100 and state as a percentage. (The Contractor must meet or exceed the target for Output #3 in order to achieve the target for this outcome.)

Outcome #2: 10-17 year old Target Youths report an increase in the protective factors.

Performance Period: Contractor performance for this outcome is determined annually.

Indicator: The number of Protective Factors Survey subscales (protective factors) for which 10-17 year old Target Youths indicate an absolute increase by comparing Pre-Service Protective Factors scores to Post-Service Protective Factors scores.

Target: One protective factor for which 75% of 10-17 year old Target Youths indicate an absolute increase (The Contractor's ability or inability to meet or exceed this target will not be the sole means for assessing their success in providing the contracted client services. DFPS reserves the right to revise the target for this outcome measure for any subsequent contract periods based on statewide Contractor performance data.)

Purpose: To evaluate the Contractor's success at increasing protective factors in the 10-17 year old Target Youths who are served by the Contractor's CYD Program

Data Sources: PEIS Database

Methodology: For each eligible 10-17 year old Target Youth from whom both Pre- and Post-Service Protective Factors Survey Questionnaires are obtained by the Contractor:

1. Calculate the subscale scores for both the Pre- and Post-Service Questionnaires per instructions in the Protective Factors Survey User Manual.
2. For each 10-17 year old Target Youth, subtract the subscale scores in the Pre-Service Protective Factors Survey Questionnaire from the corresponding subscale scores in the Post-Service Protective Factors Survey Questionnaire to determine an absolute increase, if any.
3. For each subscale, count the number of Post-Service Protective Factors Survey Questionnaires that indicate an absolute increase.
4. For each subscale, the numerator is the number of Post-Service Protective Factors Survey Questionnaires that indicate an absolute increase in that subscale score (protective factor). The denominator is the total number of Post-Service Protective Factors Survey Questionnaires completed by eligible 10-17 year old Target Youths. Divide the numerator by the denominator, multiply by 100 and state as a percentage.
5. Count the number of subscales (protective factors) for which the percentage equals 75% or more. (The Contractor must meet or exceed the target for Output #4 in order to achieve the target for this outcome.)

Outcome #3: 10-16 year old Target Youths served in the Contractor's CYD Program will not engage in delinquent behavior.

Outcome Performance Period: Contractor performance for this outcome is determined annually.

Outcome Indicator: Percentage of 10-16 year old Target Youths that are not referred to a county juvenile probation program while registered in and receiving services from the Contractor's CYD Program

Outcome Target: 95%

Purpose: To evaluate the Contractor's success in providing services that deter delinquent behavior in 10-16 year old Target Youths receiving services from the CYD Program

Data Sources: Texas Juvenile Justice Department database and PEIS database

Methodology: The numerator is the total number of unduplicated 10-16 year old Target Youths served in the Contractor's CYD Program during the contract period who were also referred to a county juvenile probation program while registered in the Contractor's CYD Program. An existing protocol for matching youth data maintained in the CYD database with youth data maintained by the Texas Juvenile Justice Department database will be used to establish the numerator. The denominator is the total number of unduplicated 10-16 year old Target Youths served in the Contractor's CYD Program during the contract period. Divide the numerator by the denominator, subtract this number from one, multiply by 100 and state as a percentage.

Definitions

Absolute Increase – A documented increase in the score for the Post-Service Protective Factors Survey Questionnaire relative to the corresponding score for the matching Pre-Service Protective Factors Survey Questionnaire.

Completed Protective Factors Survey Questionnaire – For the Child (age 6-9) Protective Factors Survey Questionnaire, the Child must have responded to a minimum of 15 items. For the Youth (age 10-17) Protective Factors Survey Questionnaire, the Youth must have responded to a minimum of 20 items.

Contract Period – The total length of this time frame is limited to all or part of the current fiscal year and shall not exceed 12 months.

Eligible (to respond to the Post-Service Protective Factors Survey Questionnaire) – A 6-17 year old Target Youth that has completed a Pre-Service Protective Factors Survey Questionnaire and;

- Completed the prescribed CYD Program; or
- Participated in the CYD Program for 12 months from the date the Pre-Service Protective Factors Survey Questionnaire was completed.

The Post-Service Protective Factors Survey Questionnaire must be the same version (Age 6-9 or Age 10-17) that was administered to the youth as the Pre-Service Protective Factors Survey Questionnaire. The youth's age is calculated as of the date of registration or September 1st of the current fiscal year if the youth was registered in a previous fiscal year.

Eligible (to respond to the Pre-Service Protective Factors Survey Questionnaire) – A 6-17 year old Target Youth must be newly registered into the CYD Program during the current contract period. The youth's age is calculated as of the date of registration in the contract period assessed.

Post-Service Protective Factors Survey Questionnaire – A tool identical to the Pre-Service Protective Factors Survey Questionnaire administered to the 6-17 year old Target Youth following the receipt of services and designed to assess changes in the levels of the Target Youth's protective factors.

Pre-Service Protective Factors Survey Questionnaire – A tool administered to the 6-17 year old Target Youth prior to the receipt of services and designed to assess the levels of the Target Youth's protective factors.

Protective Factors – Personal characteristics or environmental conditions that interact with risk factors to reduce the likelihood of problem behaviors.

Subscale – Groups of questions on the Youth (age 10-17) Protective Factor Survey Questionnaire indicative of one of five protective factors: Family Bonding/Communication; School Involvement; Individual Self-Esteem/Self-Efficacy; Positive Peer Association; Community Involvement.

Target Youths – Youths through 17 years of age who live in and/or attend school in one of the designated ZIP Code areas or attend school at another eligible public middle or high school located outside of the designated ZIP Code area that has at least 30% enrollment from the designated ZIP Code area as determined by DFPS.

Unduplicated Target Youth – A Target Youth with a unique client ID number who receives at least one service is only counted one time during the performance period.

1. Cost Reimbursement Contract.

- 1.1. Basis for Payment.** DFPS is not obligated to pay unauthorized costs or to pay more than Contractor's allowable and actually incurred costs consistent with federal and state regulations. Contractor is responsible for submitting bills in an accurate and timely manner for each service period and for notifying the Department of a need to expedite payment. DFPS will make reasonable efforts to process all bills received in an accurate and timely manner, but does not warrant immediate payment.
- 1.2. Regulation Compliance.** Contractor will remain in compliance with 45 CFR Part 74 as applicable, Office of Management and Budget (OMB) Circulars A-133, A-110, A-21, A-87, and A-122 as applicable, the Uniform Grant Management Standards (UGMS) as applicable, and 40 Texas Administrative Code (TAC) §§732.240–256 as applicable. The reimbursement made to Contractor will not exceed Contractor's actual costs to provide the services under this Contract and Contractor's actual costs, both direct and indirect, must be allowable, reasonable, and allocable.
- 1.3. Physical Property.** Contractor will assume responsibility for the protection of all physical property and equipment purchased under this Contract. Contractor must furnish DFPS with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, Contractor will notify appropriate local law enforcement authorities.
- 1.4. Equipment.** Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of: the capitalization level established by the contractor for financial statement purposes or \$5,000. Contractor will follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding disposition of any equipment purchased under this Contract with funds allocated to Contractor or its subcontractor. Contractor will not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. Contractor will permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. Contractor will maintain a current inventory of equipment that is available to the Department at all times upon request. Cost reimbursement contractors must also follow the following guidelines when contracting with DFPS.
 - 1.4.1.** Cost reimbursement contractors must add certain types of equipment items that are classified as "controlled assets" as designated in the Comptroller's State Property Accounting (SPA) Process User's Guide, available on the Internet, to their inventory. Contractors should review the SPA guide periodically for the most current list.
 - 1.4.2.** All cost reimbursement contractors must follow the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" for equipment disposition purposes, except when federal or statutory requirements supersede.
 - 1.4.3.** Contractors must request DFPS approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
 - 1.4.4.** Any change to the equipment category in a cost reimbursement budget will require prior approval from the Department.

2. Minimum Insurance Standards.

- 2.1.** Contractor will provide insurance for direct delivery of services 48 hours prior to contract signing. Contractor will obtain and furnish proof of the following bonding and insurance coverage within forty-eight (48) hours of the award of the Contract or at such other time as specified by DFPS. The required coverages are:
- 2.1.1.** Dishonesty bonding under a commercial crime policy or business services bonding, at a ten thousand dollar (\$10,000.00) minimum; and
 - 2.1.2.** Commercial General Liability Coverage at a three hundred thousand dollar (\$300,000) minimum for each occurrence limit, and six hundred thousand dollar (\$600,000) minimum aggregate limit. The Department will be provided with ample written notice of policy or bond cancellation or material change in the policy or bond.
 - 2.1.3.** **[Add the following if professional liability insurance is required.]** Contractor must provide and furnish evidence of professional liability insurance with the minimum limits of \$300,000.00 per occurrence and \$600,000.00 aggregate.
- 2.2.** The Contractor will purchase coverage with insurance companies or carriers rated for financial purposes "B" or higher whose policies cover risks located in the State of Texas. All bonds, policies, and coverage will be maintained during the entire term of contract.
- 2.3.** All required insurance policies will include an endorsement stating that the Department will be given thirty (30) calendar days written notice of policy or bond cancellation or a material change in the policy or bond.

Prevention and Early Intervention Supplement **Program Name: CYD**

- 1. Plan changes and Supplemental bills.** Plan changes to budgets and plan of operations are limited to a total of three (3) during the fiscal year with the final plan change to be submitted no later than June 1. Any additional request for plan changes will require a waiver prior to requesting the change. All waiver requests must be submitted to the contract manager with the original signature of the contract's authorized signatory and must completely document specific compelling reasons for the request. Waiver requests must be submitted at least 30 days in advance of the anticipated plan change and are subject to DFPS's approval.

Supplemental bills will be accepted once a quarter (due dates to be determined by DFPS) to submit costs not included on the main monthly bill or if additional costs exceed \$2,500. Only one supplemental bill may be submitted for each month, so all additional costs must be included.

- 2. Automated Background Checks.** All staff and volunteers that work or will work on the contract are required to have background checks conducted through the Automated Background Check System (ABCS) regardless of whether they have contact with client or client information or if salary is reimbursed through the contract. This includes, but not limited to, Executive Directors and Chief Financial Officers. Forms 2970c and 2971c should be updated when checks are updated every two years and the forms must be kept on file.
- 3. Performance Measures Reporting.** Contractor is required to review performance measure reports from the Prevention and Early Intervention System Database and the STAR database on a monthly basis. Contractor is required to submit the downloaded database reports that reflect all performance measures and a corrective action plan to DFPS no later than 30 days after the end of the first, second, and third quarters for each performance measure that is off track.

A corrective action plan must include: (1) a statement of the problem, (2) the proposed steps to be taken, (3) a timeline for each step, (4) the person(s) responsible for implementing each step, and (5) the person responsible for oversight of the plan to ensure it is implemented correctly. The corrective action plan must be submitted on the required template and must outline the measures that will be taken by contractor to address each performance measure that is off track.

- 4. Cultural Competency.** 3 hours of Cultural competency training is required annually for all staff on your DFPS contract. New hires must receive cultural competency training within 60 days after the hire date and annually thereafter. Documentation to support training must be maintained by contractor for review by DFPS.
- 5. Program Forms and Social Security Numbers.** Contractor is required to complete all fields of program forms in their entirety, including any social security number fields. If a client refuses to provide their social security number, contractor must document refusal in the case file. The expectation is that contractors make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk

on program forms are required fields in the database; however, the expectation is that the form is completed thoroughly.

Primary caregivers must sign program forms giving consent for services **prior** to the provision of services.

- 6. Contractual Obligations.** Pursuant to Section 1.28 of the contract, a contractor's acceptance of funds directly under the contract or indirectly through a subcontract acts as acceptance of the authority of the state, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. In accordance with the legislative audit committee, DFPS can request any documentation, at any time, to be sent to DFPS to a location DFPS chooses. Examples of documentation that may be requested includes, but is not limited to, client files in their entirety (progress notes, action plans, registration forms, protective factor surveys, sign in sheets, monthly tracking forms, referral information, etc.), invoices that support monthly billings, a contractor's full general ledger, etc.