

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT AGREEMENT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and City of Corpus Christi (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Grant Agreement for Community Youth Development (CYD) services (Grant).

II. LEGAL AUTHORITY.

This Grant is entered under DFPS' statutory authority in Texas Human Resources Code Chapter 40.

III. PERIOD OF PERFORMANCE.

This Grant starts on September 1, 2021 and ends on August 31, 2026, and can be renewed, extended or terminated as provided for in this Grant. Following the base term, DFPS, at its sole option, may extend any resulting Grant Agreement for one additional 12-month term to complete a new Request for Application or transition to a new Grantee.

IV. TOTAL AMOUNT OF THIS GRANT.

The total amount of this Grant will not exceed \$2,406,250. All expenditures under this Grant will be in accordance with the Budget (Attachment B).

V. STATEMENT OF WORK.

The Grantee will perform the work and provide services as provided for in Attachment A (Statement of Work). All work and services provided under this Grant must be in accordance with all state and federal laws, rules and regulations.

VI. GRANT INFORMATION.

The attached Budget contains the Grant Information. PEI may use a Notice of Award to announce, modify, or clarify the annual Grant budget, source of funding, Performance Measures, QIP terms, or other Grant requirements.

VII. CONTRACT (GRANT) MANAGER.

These Contract (Grant) Managers are authorized to administer activities and receive notices and general correspondence for this Grant by sending it to them as provided below.

A. DFPS

Brittney Briones
Contract (Grant) Manager
Brown-Heatly Building, 4th Floor
4900 North Lamar
Austin, Texas 78751
512-994-7354
Brittney.Briones@dfps.texas.gov

B. GRANTEE

Lisa Oliver
Interim Assistant Director, Parks and Recreation Department
1201 Leopard St.
Corpus Christi, Texas 78401
361-826-3132
LisaO@cctexas.com

VIII. ATTACHMENTS.

The Parties agree to comply with the following Attachments and that they are attached and incorporated as part of this Grant.

- Attachment A – Statement of Work
- Attachment B – Budget
- Attachment C – DFPS Grant Uniform Terms and Conditions
- Attachment D – DFPS Grant Supplemental and Special Conditions
- Attachment E – Federal Assurances and Certifications
- Attachment F – Request for Application

IX. SIGNATURES.

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party and that this Grant Agreement represents the final agreement of the Parties.

DFPS

GRANTEE

Jaime Masters
Commissioner
DATE:

Lisa Oliver
Interim Assistant Director
DATE:

**ATTACHMENT A
STATEMENT OF WORK**

This Statement of Work (SOW) provides an executive level summary of the Grantee’s proposed service delivery program, a list of core services, coalition work, other contracted work, the primary service area, the eligible population, annual performance measures, and additional grant requirements. Any changes to this SOW require a formal Grant amendment.

Community Youth Development Program

GRANT INFORMATION	
Grantee Name: City of Corpus Christi	Grant Term: September 1, 2021 through August 31, 2026
Grant Agreement Number: HHS000841700013	Agency ID: 24817202

PRIMARY SERVICE AREA
List all primary counties and zip codes that will be the focal point of services for this Grant. Note: Additional counties may be served in accordance to the RFA. The service area will be listed in the Project Work Plan.
Nueces County – 78415 ZIP Code

DIRECT SERVICES (include only services funded by PEI under this Grant)		
Briefly list the services that will be provided, and which agencies will be providing these services (if applicable).		
Agency Providing Service	Service Type	Program Curriculum/Model to be used (if applicable)
See Project Work Plan	Mentoring	Model/Curriculum as indicated in the Project Work Plan
See Project Work Plan	Youth Leadership Development	Model/Curriculum as indicated in the Project Work Plan
See Project Work Plan	Youth Advisory Committee	Model/Curriculum as indicated in the Project Work Plan
See Project Work Plan	Post-High School Readiness	Model/Curriculum as indicated in the Project Work Plan
See Project Work Plan	Additional CYD Program Services	Model/Curriculum as indicated in the Project Work Plan

COMMUNITY AND SYSTEMS SUPPORT
See Project Work Plan

OTHER CONTRACTED WORK
See Project Work Plan

ATTACHMENT A

ELIGIBLE POPULATION	
<p>A. The eligible population requirements are described below:</p> <ol style="list-style-type: none"> 1. Grantee will serve Youth ages 6-17 and their Families who live in or attend public school in the proposed ZIP Code(s) or attend school at a public middle or high school located outside of the proposed ZIP Code(s) that has at least 30% enrollment from the ZIP Code(s). 2. The target age range for Youth served is 10-17 years. Youth under age 6 are not eligible for CYD. Youth served from ages 6-9 cannot exceed 30% of the Performance Measure for annual unduplicated Index Youth served. 3. Youth who turn 18 years old during the school year will be permitted to participate in CYD until meeting program goals or the end of the current fiscal year, provided they were 6-17 years old when first enrolled in CYD. 4. Family members of Index Youth are eligible if the goal of the activity or opportunity involves promoting Positive Youth Development or increasing Protective Factors of Youth. 5. Youth who spend a significant amount of time in an SDA but do not meet the above eligibility criteria. For example, a Youth who spends regular time at a recreation center or with a relative in the Grantee’s SDA. This flexible approach allows CYD to reach Youth who consider the Grantee’s SDA part of their community and provide them with CYD opportunities. Grantee must provide justification on the PEI enrollment form that Index Youth is eligible under this flexible approach. 6. Youth who are currently on probation are not eligible for the CYD program. A Youth is eligible 12 months post probation. Youth whose cases are pre-adjudicated, informally adjudicated, or whose adjudication has been deferred are eligible to participate in CYD. PEI reserves the right to alter eligibility criteria during the Period of Performance. 	
<p>B. To be eligible to participate in Grantee’s CYD program, Youth must exhibit at least two priority characteristics as referenced in the RFA, Section 2.5.3 Eligible Population.</p>	

ANNUAL GRANTEE OUTPUTS AND OUTCOMES	
OUTPUTS	TARGET
OUTPUT 1: Expected average number of Index Youth served annually.	FY 22: 815 FY 23: 815 FY 24: 815 FY 25: 815 FY 26: 815
OUTPUT 2: Expected number of Index Youth served during the school year (September – May).	FY 22: 375 FY 23: 375 FY 24: 375 FY 25: 375 FY 26: 375
OUTPUT 3: Expected number of Index Youth served during the summer (June – August).	FY 22: 275 FY 23: 275 FY 24: 275 FY 25: 275 FY 26: 275

RFA HHS0008417

ATTACHMENT A

OUTPUT 4: Index Youth will complete the PEI Program Experience Survey at Discharge.	50%
OUTPUT 5: Index Youth will complete a matching pre-service and post-service survey as designated by PEI.	60%
OUTCOMES	TARGET
OUTCOME 1: 10-17-year-old Index Youth will not engage in delinquent behavior.	100%
OUTCOME 2: Index Youth report positive outcomes in at least one domain of the Program Experience Survey at discharge.	80%
OUTCOME 3: Index Youth improve in at least one domain or area of the survey chosen by PEI between pre- and post-service.	75%

REPORTING REQUIREMENTS

1. Grantee will submit a monthly expenditure report using the format provided by DFPS for allowable expenses that includes an invoice and a scanned purchase voucher with an original signature.
2. Grantee will work with DFPS during that last month of the fiscal year to submit accurate year-end expenditures as soon as possible.
3. Grantee will enter all required data into PEIRS according to specified timeline.
4. Grantee will submit a Quarterly Report using the template and guidance provided by DFPS.
5. Grantee will report additional data elements as required by DFPS.

OTHER REQUIREMENTS

Grantee will implement any evidence-based model(s) outlined in its approved budget and Project Work Plan according to the specified model elements and requirements for each program model. Curricula, assessments, screening tools, data collection, and protocols required by the program model(s) must be used.

Grantee must complete ongoing trainings or meetings that are required by PEI and the specified program model(s).

Grantee must use the PEIRS data collection system required by DFPS. All required data must be entered directly into PEIRS, and the Grantee must perform a quality check to ensure all data required by DFPS is included and the data is accurate. This quality check must include timely review and response to DFPS-generated quality assurance reports. Data must be entered each month according to DFPS requirements and guidance.

Grantee will take all appropriate steps to maintain participant confidentiality and obtain any necessary written participant consents for data analysis or disclosure of protected health information, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, and business agreements, as necessary.

To ensure participant health and safety, Grantee must follow DFPS requirements regarding criminal background checks and records maintenance.

Grantee must provide flexible schedules to direct service staff and supervisors to allow for evening and weekend work to accommodate participants' schedules.

RFA HHS0008417

ATTACHMENT A

Grantee will monitor all subawards and contracts according to PEI requirements and guidance to ensure that all are adhering to Grant requirements.

Grantee must participate in PEI-required evaluation activities administered through PEI research and evaluation and any contracted partners (if applicable).

Grantee may not engage in research on program staff and/or participant population without prior written authorization from PEI and the program model(s).

Grantee may not use the DFPS name, logo, or insignia on forms or other materials related to PEI-funded services. This includes forms (e.g. consent forms) and materials distributed to the Grantee's participants.

ATTACHMENT B BUDGET

City of Corpus Christi Community Youth Development (CYD)

A. Grant Total Value

The Grant total value includes both the annual budget amounts and the potential Quality Incentive Project (QIP) payments. This amount is the projected potential value. Actual budget amounts must be confirmed through the Notice of Award process as referenced in **Section D** of this attachment.

B. Annual Budget

DFPS will pay the Grantee an annual amount not to exceed the total agreed upon amount in the Grantee's Notice of Award.

C. Quality Incentive Project (QIP)

1. PEI may award QIP payments if Grantee is high performing for achieving deliverables and unspent appropriated funding is identified and approved for disbursement.
2. QIP payments, if approved, will not exceed 25% of the Grantee's annual budget.

D. Notice of Award

DFPS may modify the annual award amount at any time during the Grant by issuing a Notice of Award to the Grantee.

E. Form 2030 PEI Budget Expenditure Workbook

This award is supported by Form 2030 PEI Budget Expenditure Workbook which is updated annually and modified throughout the fiscal year to reflect expenditures and any changes to the budget.

F. Invoice and Payment

1. Payments are on a monthly cost-reimbursement basis in response to an invoice and purchase voucher.
2. Grantee will submit an invoice and purchase voucher monthly, no later than the last day of the month following that in which the expenditure occurred. If the last day falls on a weekend or holiday, the documents are due the next business day.
3. Grantee shall submit a final close-out invoice annually, not later than 45 calendar days following the end of the fiscal year. Reimbursement requests received more than 45 calendar days following the termination of the Grant may not be paid.
4. PEI will pay Grantee from available funds for services rendered in accordance with the terms of this Grant Agreement upon receipt of a

ATTACHMENT B BUDGET

proper and verified invoice and after deduction of any known previous overpayment made by DFPS.

G. GRANT INFORMATION.

1. For the purposes of this Grant, City of Corpus Christi (DUNS No. 069457786) is considered a sub-recipient and is funded with state general revenue and funds from the U.S Department of Health and Human Services, Promoting Safe and Stable Families, Title IV-B, Subpart 2 of the Social Security Act; CFDA 93.556. The exact amount of state or federal funding is determined at the end of each subsequent fiscal year. DFPS will provide the Grantee, in writing, the exact amount of federal or state dollars used to fund the Grant upon written request from the Grantee. DFPS reserves the right to fund this RFA with other state or federal sources during the lifecycle of the Grant.
2. For the duration of the Grant, the most recent award letter will be available at the following URL:
https://www.dfps.state.tx.us/Doing_Business/NoA/default.asp

ATTACHMENT C
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT UNIFORM TERMS AND CONDITIONS

SECTION I
FUNDING AVAILABILITY & FINANCIAL

A. FUNDING AVAILABILITY.

1. This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation or any other disruptions of current appropriations, DFPS will reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. PROMPT PAYMENT.

DFPS will pay Grantee according to the Prompt Payment Act, Texas Government Code Chapter 2251, unless the terms of a federal contract, grant, regulation, or statute prevent the DFPS from making a timely payment with federal funds.

C. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by the State of Texas TexTravel are higher.

D. NO DEBT AGAINST THE STATE.

For Grantees that are not governmental entities, this Contract will not be construed as creating any debt by or on behalf of the State of Texas.

E. DEBT TO STATE.

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges that DFPS' payments under the Contract will be applied toward eliminating the Grantee's debt or delinquency, regardless of when it arises.

F. RECAPTURE OF FUNDS.

Grantee agrees that:

1. DFPS will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates, not allowed under applicable laws, rules, or regulations or that are otherwise inconsistent with this Contract, including any unapproved expenditures;

2. It will return to DFPS any amounts paid that are disallowed pursuant to financial and compliance audit(s) of funds received under this Contract; and
3. Reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

G. FINANCIAL REMEDIES.

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract’s requirements including recovery of all actual damages DFPS accrues as a result of a Grantee's noncompliance. As applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract’s Supplemental and Special Conditions.

H. ALLOWABLE COSTS.

DFPS will reimburse the allowable costs incurred in performing the Contract that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DFPS will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If DFPS has paid funds to Grantee for unallowable or ineligible costs, DFPS will notify Grantee in writing, and Grantee shall return the funds to DFPS within 30 calendar days of the date of this written notice. DFPS will withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to DFPS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DFPS will take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee’s repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
For-profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

I. INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT.

If Grantee, within Grantee’s fiscal year, expends a total amount of at least \$750,000 in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee’s fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with TxGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within 30 calendar days after notification by HHSC Single Audit Services to do so then, Grantee shall be subject to the DFPS sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as, with the provisions of UGMS.

J. SUBMISSION OF AUDIT.

Within 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the DFPS as directed in this Contract and another copy to: single_audit_report@hpsc.texas.gov.

K. INSURANCE.

For Grantees that are not governmental entities, the following applies.

1. Unless otherwise specified in this Contract, its’ Supplemental and Special Conditions or the solicitation that this Contract resulted from, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities

thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry or as determined by DFPS.

2. Grantee will provide evidence of insurance upon request by DFPS.
3. In the event that any policy is determined by DFPS to be deficient and does not comply with the terms of this Contract, Grantee will secure such additional coverage as required by DFPS, law or regulation.
4. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

L. NONSUPPLANTING.

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

SECTION II RECORDS – ACCESS, AUDIT & RETENTION

A. RECORDS RETENTION AND ACCESS.

1. Grantee will keep and maintain, as applicable, accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Grantee will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the Federal Government, and their authorized representatives.
3. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.
4. **THE GRANTEE WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.**

B. SAO AUDIT.

1. Grantee understands that acceptance of funds under this Contract or through a subcontract acts as acceptance of the authority of the SAO or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.

3. Grantee agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Grantee will ensure that this clause, concerning the authority to audit funds received indirectly by subgrantees related to this Contract and the requirement to cooperate, is included in any subcontracts it awards.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. Grantee will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Grantee or its subgrantee's sole expense.
3. Whether Grantee's action corrects the noncompliance will be solely the decision of DFPS.
4. Grantee must provide, at DFPS' request, a copy of those portions of Grantee's and its subgrantees' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

1. Grantee agrees to only use DFPS confidential information for the purpose of this Contract and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
 - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
 - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
 - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
 - d. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99;
 - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
 - f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2; 42 CFR Part 2;
 - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
 - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
 - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16,

Safeguarding Against and Responding to the Breach of Personally Identifiable Information;

- j.** Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
 - k.** Texas Health and Safety Code §81.046 and Chapters 181 and 611;
 - l.** Texas Human Resources Code §12.003, §40.005, and Chapter 48;
 - m.** Texas Public Information Act, Texas Government Code Chapter 552;
 - n.** 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
 - o.** Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
- 2.** Grantee will notify DFPS immediately, but not later than 24 hours, after Grantee discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Grantee will also fully cooperate with DFPS in investigating, mitigating and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.
 - 3.** Grantee will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.
 - 4.** In the event the Grantee receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal or other similar legal process, before the Grantee can release, they will provide DFPS with written notice of this request or demand within two business days of receiving it. DFPS will provide prompt notice to the Grantee whether they have no objection to the release or they plan to seek a protective order to prevent the release.

E. PUBLIC INFORMATION ACT.

- 1.** Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.
- 2.** In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with DFPS pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to DFPS.

SECTION III OWNERSHIP & INTELLECTUAL PROPERTY

A. OWNERSHIP.

DFPS owns all work produced by Grantee under this Contract.

B. INTELLECTUAL PROPERTY.

1. To the extent any services, deliverables or work performed by Grantee results in the creation of intellectual property, all right, title, and interest in and to such intellectual property, will vest in DFPS upon creation and will be deemed to be a "work made for hire," and made in the course of the services rendered pursuant to this Contract.
2. To the extent that title to any such intellectual property will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Grantee hereby irrevocably assigns all rights, title, and interest therein to DFPS.
3. Grantee must give DFPS and the State of Texas, as well as, any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section, without any additional charge or expense beyond the stated amount payable to Grantee authorized under this Contract.

**SECTION IV
NOTICE**

A. NOTICE OF LEGAL MATTER OR LITIGATION.

Grantee will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Grantee becoming aware of the litigation or legal matter.

B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

The Grantee will notify their assigned DFPS Contract Manager within ten days of any change to the Grantee's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Grantee's name or identity, ownership, control, governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

C. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Grantee when it receives a complaint about the Grantee and advise the Grantee whether DFPS will conduct an investigation or will coordinate with the Grantee for an investigation. When DFPS requires the Grantee to conduct any part of the complaint investigation, Grantee must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

SECTION V AMENDMENT

A. BILATERAL AMENDMENT.

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment will be issued by DFPS and it will be effective on the date that is specified in the Unilateral Amendment. DFPS has sole discretion as to whether a change to the Contract cannot be a Unilateral. DFPS will issue a Unilateral Amendment to:

1. Correct an obvious clerical error;
2. Modify a Contract Number or Agency ID Number;
3. Incorporate new or revised state or federal laws, regulations, rules or policies;
4. Comply with a court order or judgment;
5. Update service level description or daily rates;
6. Update Grantee's name as recorded by the Secretary of State, as required by law or as authorized by DFPS;
7. Change either Party's Contract Manager or contact information;
8. Change any recorded license number based on information obtained from the agency or entity issuing the license; and
9. For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type, as long as it is part of a current Open Enrollment.

SECTION VI TERMINATION

A. TERMINATION FOR CONVENIENCE.

DFPS will terminate the Contract, in whole or in part, at any time when, in its sole discretion, DFPS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DFPS' notice of termination.

B. TERMINATION FOR CAUSE.

1. If the Grantee fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
2. In addition to any other remedy allowed by law, Grantee will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute Grantee and the cost of any claim or litigation that is reasonably attributable to Grantee's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**SECTION VII
GENERAL PROVISIONS**

A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by DFPS. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. INDEMNITY.

THE FOLLOWING APPLIES TO GRANTEES THAT ARE NOT GOVERNMENTAL ENTITIES.

- 1.** GRANTEE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DFPS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM:
 - a.** GRANTEE'S PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
 - b.** ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OF CONTRACT BY THE GRANTEE OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
 - c.** EMPLOYMENT OR ALLEGED EMPLOYMENT DISCRIMINATION, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR
 - d.** WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.
- 2.** NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OF DFPS' SOVEREIGN IMMUNITY.
- 3.** IF DFPS IS A NAMED DEFENDANT IN ANY SUIT INVOLVING THIS CONTRACT, THE DEFENSE WILL BE COORDINATED BY THE GRANTEE WITH THE OFFICE

OF THE TEXAS ATTORNEY GENERAL. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT REGARDING SUITS INVOLVING THIS CONTRACT IF DFPS IS A NAMED DEFENDANT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE TEXAS ATTORNEY GENERAL.

C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

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

D. ASSIGNMENTS.

Grantee will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Grantee agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

E. SEVERABILITY.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

F. SURVIVABILITY.

Termination or expiration of this Contract will not release either party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

G. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of any governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

H. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms, unless those forms have received prior approval by DFPS. DFPS is not bound to the terms of any forms signed by unauthorized staff.

I. DISPUTE RESOLUTION.

For Grantees that are not governmental entities, the Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arising under this Contract. Grantee's Notice of Claim of Breach of Contract is delivered to their assigned DFPS Contract Manager in their Contract and to the DFPS Office of General Counsel at the address listed below, by hand, certified mail return receipt requested, or other verifiable delivery service, and is effective on date received.

Office of General Counsel

Physical Address

701 W. 51st Street
Austin, TX 78751

Mailing Address

P.O. Box 149030
Austin, TX 78714-9030
Mail Code: E611

J. WAIVER.

DFPS' failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract, will not constitute a waiver of any provision of the Contract.

K. CIVIL RIGHTS.

- 1.** Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - a.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);

- b.** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - c.** Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - d.** Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - e.** Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - f.** Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - g.** DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- 2.** Grantee agrees to comply with all amendments to these 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 will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by federal or state funding or otherwise be subjected to discrimination.
 - 3.** Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 CFR Part 80 or 7 CFR Part 15, prohibiting a Grantee from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Grantees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.
 - 4.** Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>.
 - 5.** Grantee agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 CFR Part 87 or 7 CFR 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 discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Grantee must provide written notice to beneficiaries of these rights.
 - 6.** Upon request, Grantee will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
 - 7.** Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

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

L. PERMIT AND LICENSE.

Grantee will be responsible at their expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations or laws necessary or required for the Grantee to provide services or goods under this Contract.

M. WARRANTY.

Grantee warrants that all services, deliverables and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry and conform to or exceed the specifications set forth in the Contract and be fit for ordinary use, of good quality, and contain no material defects.

N. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the Contract term to perform duties within Texas and all persons (including subgrantees) assigned by the Grantee to perform services, deliverables and work pursuant to the Contract.

O. REPORT OF WASTE, FRAUD OR ABUSE.

Grantees who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at <https://sao.fraud.texas.gov/ReportFraud/>.

P. CULTURAL COMPETENCE.

1. Grantee will make reasonable efforts to provide services that meet each client's individual needs and takes 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 each client's individual needs.
2. Grantee will provide services in the client's primary language either directly by Grantee or by a DFPS approved translator.
3. Grantee will have a cultural competence mission statement, core values or other similar guidance that provides how the Grantee will effectively provide these services to clients of various cultures, races, ethnic backgrounds and

religions in a manner that recognizes and affirms the client's worth, protects and preserves the client's dignity and ensures equity of service delivery.

Q. PUBLICITY.

Grantee must not use the name of, or directly or indirectly refer to, DFPS, the State of Texas, or any other state agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee will publish, at its sole expense, results of Grantee performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Grantee will acknowledge the support received in all format types (written, visual and audio) from DFPS and the Federal Agency as applicable.

R. LIMITATION OF DFPS NAME, SEAL OR LOGO.

1. Grantee will not use the DFPS name, seal or logo in any form or manner without the prior written approval of DFPS.
2. Grantee will not use the DFPS name, seal or logo to imply any endorsement, approval, or sponsorship of Grantee's goods or services by DFPS.

S. SUBCONTRACTING AND SUBAWARDING.

As applicable under the Contract, Grantee will comply with the following.

1. Grantee will be responsible to DFPS for any subcontractor's and subgrantee's performance under this Contract. Subcontractors and subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No subcontract or subaward under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantee cannot subcontract or subaward case management services without DFPS prior written permission.
4. Grantees planning to subcontract or subaward all, or a portion, of the work to be performed will identify the proposed subcontractors and subgrantees.
5. Subcontracting and subawarding will be solely at grantee's expense.
6. DFPS retains the right to check subcontractor's and subgrantee's background and approve or reject the use of submitted subcontractors and subgrantees.
7. Grantee will be the sole contact for DFPS and Grantee will list a designated point of contact for all DFPS inquiries.
8. Grantee will include a term in all subcontracts and subawards that incorporates this Contract by reference and binds subcontractors and subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the subcontractor and subgrantee, as well as, explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Grantee's use of any subcontractor and subgrantee is conditioned upon the extent that any subcontract and subaward does not conflict with any requirements of the Contract between DFPS and Grantee.

9. Payments to subcontractors and subgrantees will be made pursuant to the Prompt Payment Act, Texas Government Code Chapter §2251, unless the terms of a federal contract, grant, regulation, or statute prevent DFPS from making a timely payment to the Grantee with federal funds.

T. CYBERSECURITY TRAINING.

If applicable to this Contract, and as directed by DFPS, the Grantee will comply with Texas Government Code Section §2054.5192 and complete this Section's Cybersecurity Training requirements. Grantee must submit verification of completion and compliance with this Section to DFPS.

SECTION VIII CERTIFICATIONS & AFFIRMATIONS

As applicable to this Contract, Grantee certifies and affirms that by entering into this Contract that these certifications and affirmations apply to Grantee, and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, subgrantees, independent contractors, and any other representatives who will provide services under, who have a financial interest in, or otherwise have an interest in this Contract.

- A. Grantee has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- B. Under Texas Government Code §2155.004 (regarding the prohibition of certain financial participation by persons) and §2155.006 and §2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract and that this Contract will be terminated and payment withheld if this certification is found to be inaccurate.
- C. Under Texas Family Code §231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate.
- D. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 CFR Part 376, and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees that this provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.
- E. Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at

<https://www.sam.gov/portal/public/SAM/>. This Contract will be terminated and payment withheld if this certification is inaccurate. This provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds.

- F.** Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.
- G.** Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.
- H.** Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §556.005, §556.0055 or §556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- I.** If this Contract is for services, the Grantee will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this §2155.4441 is not applicable to Contracts or Agreements with federal funding that further prohibits the use of geographic preferences.
- J.** Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq.
- K.** If the Grantee is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Grantee is verifying that it is not boycotting Israel and will not boycott Israel during the term of this Contract.
- L.** Under Texas Government Code §2155.0061, Grantee certifies that it is not ineligible to receive this contract and acknowledges that this contract may be terminated and payment withheld if it is found that during the five-year period preceding the date of this Contract, that the Grantee has been convicted of any offense related to the direct support or promotion of human trafficking.
- M.** Under Texas Government Code §2252.152, the Grantee warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
- N.** The requirements of Texas Government Code 552, Subchapter J may apply to this Contract and the Grantee agrees that this Contract can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of this Subchapter.

ATTACHMENT D
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT SUPPLEMENTAL AND SPECIAL CONDITIONS

SECTION I
SUPPLEMENTAL CONDITIONS

The following Supplemental Conditions modify the DFPS Grant Uniform Terms and Conditions.

- A.** Section I., B., **PROMPT PAYMENT** is deleted in its entirety.
- B.** Section I., C., **TRAVEL EXPENSES** is deleted in its entirety and replaced with the following:

Travel must always be billed at the current approved General Service Administration (GSA) rate in effect for the service date on the invoice. Rates may be found at: <https://www.gsa.gov/travel-resources>. Mileage rates may be found at: <http://www.gsa.gov/mileage>.

- C.** Section VII., R., **LIMITATION OF DFPS NAME, SEAL OR LOGO** is deleted in its entirety and replaced with the following:
1. Grantee will not use the DFPS name, seal or logo in any form or manner.
 2. Grantee will not use the DFPS name, seal or logo to imply any endorsement, approval, or sponsorship of Grantee's goods or services by DFPS.

SECTION II
SPECIAL CONDITIONS

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

A. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261.

B. REMEDIES.

In addition to any other remedy provided under this Grant or state or federal law, DFPS may impose the following.

DFPS reserves the right to implement the following remedies to ensure Grant compliance or to address Grant violations. DFPS may require the Grantee to take specific corrective actions to maintain compliance with applicable federal or state regulations and the terms and conditions of this Grant. The Grantee's failure to comply with the specific corrective actions from DFPS may be grounds for DFPS to suspend or terminate the Grant, in whole or in part.

- 1. Technical Assistance.** DFPS may provide informal support, guidance, clarification, and other forms of technical assistance via phone, email, and virtual meeting to resolve Grant or performance compliance issues. Grantee will document all such instances of technical assistance by DFPS in writing, including any implementation work.
- 2. Technical Resolution.** DFPS and Grantee may enter a joint technical process. Both parties will hold face-to-face meetings, web meetings or phone calls where both parties will identify issues, barriers, potential solutions, and implementation strategies to fix noncompliance and performance issues. DFPS will document these sessions and provide Grantee with a final technical guidance document for implementation.
- 3. Letter of Concern (LOC).** A LOC is a tool to assist Grantees in meeting Grant requirements. A LOC serves as a formal notification of an observed deviation from Grant performance, Project Work Plan, or other requirements. If there are still observed deviations three months after issuance of a LOC, PEI may then begin a Corrective Action Plan (CAP). A LOC may be issued in the following circumstances:
 - a. Grantee does not meet Outputs for two consecutive months.
 - b. Grantee does not deliver a core program (as determined by DFPS) component for one quarter.
 - c. PEI identifies reoccurring or ongoing issues that impact program performance for two months.
 - d. Required data is late, incomplete, or missing in the Prevention and Early Intervention Reporting System (PEIRS) for two consecutive months.
 - e. Monthly billing is late, incomplete, or missing for two consecutive months.
- 4. Corrective Action Plan (CAP).** DFPS will provide the Grantee with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies. Grantee must respond in writing within the timeframes required in the CAP, address each identified defect, and provide an appropriately thorough response to DFPS for review and approval. After DFPS approves a CAP, it will be incorporated into the Grant by this reference. Upon receipt of DFPS approval, the Grantee must

implement and maintain compliance with the requirements of the CAP. Failure to appropriately implement or maintain compliance with the CAP will serve as grounds for the exercise of any additional remedies under this Grant. A CAP may be issued in the following circumstances:

- a. A core program component (as determined by DFPS) is not delivered for two quarters.
- b. Outputs are not met for four consecutive months.
- c. Identified reoccurring or ongoing issues that impact program performance for four months.
- d. Required data is late, incomplete, or missing in PEIRS for four consecutive months.
- e. Monthly billing is late, incomplete, or missing for four consecutive months.

5. Financial Remedies for Actual Damages. DFPS reserves the right to implement fiscal remedies based on monitoring or audit findings of violations of Grant requirements; including recovery for all actual damages DFPS accrues because of Grantee's noncompliance with this Grant.

6. Restriction of Staff. DFPS reserves the right to require Grantee to remove any employee, volunteer, or agent of the Grantee or any subgrantee from the provision of services under this Grant or to prohibit any employee, volunteer, or agent of the Grantee or any subgrantee from having direct contact with DFPS referred Participants or Participant records.

C. INFORMATION SECURITY REQUIREMENTS.

Grantee must comply with:

http://www.dfps.state.tx.us/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf and agrees to periodically check for any updates made to this document and comply with any updates made to these requirements.

D. REMOVAL OF ACCESS.

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

E. TESTIMONY IN PROCEEDINGS.

Grantee will require its employees to testify in judicial and administrative proceedings at the request of DFPS. To the extent possible, Grantee will also assist DFPS in locating past employees, agents, volunteers, consultants, contractors or subgrantees when DFPS requires past

employees, agents, volunteers, consultants, contractors or subgrantees to appear and testify in accordance with this subsection.

F. NOTIFICATIONS.

Grantee will notify DFPS immediately of any significant change affecting Grantee or this Grant, including, but not limited to, change of Grantee'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. Grantee will also provide DFPS with any documentation or information related to a notification provided for under this section. Grantee will also notify DFPS of any lawsuit brought against Grantee related to the services provided for in this Grant. Unless otherwise noted in this Grant, Grantee will provide all notices in writing to DFPS within 10 working days.

G. TRANSITION AFTER TERMINATION.

At the end of the Period of Performance or other Grant termination or cancellation, Grantee will in good faith and in reasonable cooperation with DFPS, 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 Grant, DFPS will work with Grantee 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 Grant. However, if a transfer of all necessary services is not possible, Grantee will continue to provide necessary services following all terms and conditions of this Grant until all necessary Participant services are completely transferred.

H. STATEMENT OF WORK VS. PROJECT WORK PLAN.

The Statement of Work is the formal document incorporated into the Grant. The Project Work Plan documents how the Grantee will achieve the performance measures outlined in the Grant. Changes to the Statement of Work require an amendment. Project Work Plans may be changed with written approval from PEI and the Grantee.

- 1. Statement of Work (SOW) Changes.** Grantee cannot make any changes to the Statement of Work without a formal amendment. PEI requires an amendment to change any terms outlined in the Grant Agreement including but not limited to:
 - a. Performance Measures (Outputs and Outcomes)
 - b. Primary Service Delivery Area outlined in the Grant
 - c. Target populations
 - d. Addition or deletion of Primary Services outlined in the Statement of Work

- e. Addition or deletion of Ancillary Services outlined in the Statement of Work
- f. Any extension of the Period of Performance

2. Project Work Plan (PWP) Changes.

- a. Any post-award changes to the PWP must not alter the Statement of Work for the Grant without an amendment. The Request for Application and Grant Agreement documents serve as the primary guide in determining allowable changes to the PWP.
- b. PEI may allow or make limited modifications to the PWP to meet unanticipated needs at any point during the Period of Performance. Either the Grantee or PEI may identify the need for such a change.
- c. A Project Work Plan change requires prior written approval from PEI.
- d. A change to the Project Work Plan may include:
 - i. Points of contact
 - ii. Service delivery locations or hours
 - iii. Secondary Service Delivery Area if the change is consistent with the Request for Application requirements
 - iv. Subawards
 - v. Policies or procedures used to provide services including:
 - 1. Intake process
 - 2. Determining Participant eligibility
 - 3. Plan or process for retaining Participants in the program
 - 4. Case documentation
 - 5. Linking participants with other social service providers when necessary
 - 6. Case closure or termination of services to Participants
 - 7. Referrals to subawardees
 - 8. Policies, procedures, and strategies used to ensure services are not denied or delayed when Grantee is at maximum capacity
 - 9. Staffing plan (provided change meets minimum Grant requirements)
 - 10. Staff training plan
 - 11. Grant administration
 - 12. Subaward administration
 - 13. Cost per Participant

I. QUALITY INCENTIVE PROJECT (QIP)

1. Deliverables.

- a. PEI will define a set of deliverables within each strategy of PEI programs to ensure the Grantee provides quality services.
- b. PEI will inform the Grantee of the specific deliverable details and metrics for measuring at the beginning of each State of Texas fiscal year and periodically throughout the Grant lifecycle if PEI modifies the deliverables.
- c. PEI will track QIP deliverables through PEIRS throughout each year of the Grant.

2. Quality Incentive Project Payments.

- a. PEI may award QIP payments to high performing Grantees for achieving deliverables if unspent appropriated funding is identified and approved for disbursement.
- b. Grantee will receive notice of these disbursements via a Notice of Award.
- c. Each fiscal year, Grantee may earn a maximum of 25% of their annual budget.

J. NOTICE OF AWARD.

PEI may use a Notice of Award to announce, modify, or clarify the annual Grant budget, source of funding, Performance Measures, QIP terms, or other Grant requirements.

K. PROGRAM FORMS AND SOCIAL SECURITY NUMBERS.

Grantee is required to complete all fields of program forms in their entirety, including any social security number fields. If a Participant refuses to provide their social security number, Grantee must document refusal in the case file. The expectation is that Grantees 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.

L. GRANT OBLIGATIONS.

A Grantee's acceptance of funds directly under the Grant or indirectly through a subaward 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 DFPS may request includes, but not limited to:

1. Participant files in their entirety (includes, but not limited to):
 - a. Progress notes
 - b. Action plans
 - c. Registration forms
 - d. Surveys
 - e. Sign-in sheets
 - f. Monthly tracking forms
 - g. Referral information
2. Invoices that support monthly billings
3. Receipts that support monthly billings
4. Grantee's full general ledger

M. COST REIMBURSEMENT GRANT.

1. **Basis for Payment.** DFPS is not obligated to pay unauthorized costs or to pay more than Grantee's allowable and incurred costs consistent with 45 CFR 75, Subpart E. Grantee is responsible for submitting invoices in an accurate and timely manner for each service period and for notifying DFPS 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.
2. **Regulation Compliance.** Grantee will remain in compliance with 45 CFR Part 75, Subpart E. The reimbursement made to Grantee will not exceed Grantee's actual costs to provide the services under this Grant, and Grantee's actual costs, both direct and indirect, must be allowable, reasonable, and allocable.
3. **Physical Property.** Grantee will assume responsibility for the protection of all physical property and equipment purchased under this Grant. Grantee must furnish DFPS with a written, factual report of the theft of, or damage to, any equipment purchased under this Grant, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, Grantee will notify appropriate local law enforcement authorities.
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 Grantee for financial statement purposes or \$5,000. Grantee will follow the provisions of 45 CFR 75.320 regarding disposition of any equipment purchased under this Grant with funds allocated to Grantee or its subawardee. Grantee will not give any security interest, lien, or otherwise encumber any item of equipment purchased with Grant funds. Grantee will permanently identify all equipment purchased under this Grant by appropriate tags or labels

affixed to the equipment. Grantee will maintain a current inventory of equipment that is always available to DFPS upon request. Cost reimbursement Grantees must also follow the following guidelines when partnering with DFPS.

- a. Cost reimbursement Grantee 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. Grantees should review the SPA guide periodically for the most current list.
- b. All cost reimbursement Grantees 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.
- c. Grantee must request DFPS approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
- d. Any change to the equipment category in a cost reimbursement budget will require prior approval from DFPS.

N. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.

Upon written request from DFPS, Grantee will provide copies of its most recent business continuity and disaster recovery plans.

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

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

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

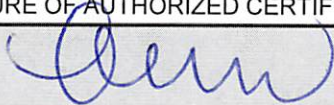
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Interim Assistant Director
APPLICANT ORGANIZATION City of Corpus Christi	DATE SUBMITTED June 30, 2021

Grant Agreement Number: HHS000841700013
Agency ID: 24817202

ATTACHMENT F

REQUEST FOR APPLICATION

Request for Application HHS0008417
Community Youth Development (CYD)
is incorporated by reference to the Grant Agreement.

<https://apps.hhs.texas.gov/PCS/HHS0008417/>