

Contract Number: 23379452

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or Department) and **Polk County** (County), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED**A. Statement of Need**

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. Under this Contract, allowable services (Services) include the following as described herein and as qualified in 4000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

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

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

B. Statement of Work

1. County's Responsibilities:

- a. The County shall ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;
- b. The County shall establish and maintain a Child Welfare Board in accordance with Section 264.005, Texas Family Code. The members of the Child Welfare Board shall serve a three year term on a rotating basis. Initially, the members will be designated to serve the following terms: 1/3 of the members appointed to three year terms; 1/3 of the members to a two year term; and 1/3 of the members to a one year term. In successive years, from two to five new members will be appointed.

- c. The County shall ensure that the Child Welfare Board complies with the following requirements:
 - (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;
 - (ii) Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County referred by DFPS;
 - (iii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;
 - (iv) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS;
 - (v) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month; and
 - (vi) Prescribe such bylaws, not inconsistent with the terms of this Contract and applicable State laws, as may be necessary or desirable to ensure the efficient operation of the Child Welfare Board. Such bylaws shall be approved by written order of the Commissioners' Court.
- d. The County shall provide the money required as match for federal funds under this Contract. In addition, the County shall ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.
- e. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County shall be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.
- f. The County acknowledges that a portion of the children referred by DFPS will be ineligible for Title IV-E for purposes of reimbursement under this Contract. To ensure the intent of Section 264.102, Texas Family Code is adhered to, and in accordance with the Title IV-E County Child Welfare Services Memorandum of Understanding (MOU) which is attached hereto as Exhibit "I," and incorporated herein by this reference, the County will continue, and will allow the Child Welfare Board to continue, to provide child welfare services to this population of children.
- g. The County shall participate in DFPS' financial and statistical reporting systems.
- h. Health and Safety
 - (i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;
 - (ii) The County shall prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and
 - (iii) The County shall promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of

the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.

i. Confidentiality

- (i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, shall be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County shall not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County shall immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County shall notify the Department in writing, prior to releasing confidential information.
- (ii) Nothing in this Section shall be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.
- (iii) The provisions of this Section shall remain in full force and effect following termination of, or cessation of the Services required by this Contract.

j. The County shall adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.

k. The County shall maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.

l. The County shall submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.

m. The County shall allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.

n. The County shall not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.

o. The County shall require the Child Welfare Board to comply with all applicable terms of this Contract.

2. DFPS' Responsibilities:

a. DFPS shall refer children to the Child Welfare Board for Services;

b. DFPS shall provide the County with a list of IV-E eligible children in the County for Billing purposes; and

c. DFPS shall process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030IVE, which includes Attachments "A", "B", and "C" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.
2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.
3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

C. Billing Requirements:

1. The County shall submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.
2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.
3. If the quarterly Billings for the County average or are expected to average less than \$1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.
4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense shall not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

SECTION III. TERM OF CONTRACT

This Contract shall be in force effective **September 1, 2007** through **August 31, 2008**. This Contract shall automatically renew for one fiscal year at a time through **August 31, 2012**, unless sooner terminated as described herein.

SECTION IV. MODIFICATIONS

- A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.
- B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

SECTION V. TERMINATION

- A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.
- B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:
 - 1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,
 - 2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and
 - 3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.
- C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract shall otherwise terminate by the date specified pursuant to Section III, above.

SECTION VI. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

Texas Department of Family and Protective Services

Polk County

Judy Bowman

John D. Thompson

Signature
Printed Name: Judy Bowman
Printed Title: Director, Regions 4 and 5

Signature
Printed Name: John Thompson
Printed Title: County Judge

8-22-07

8.28.07

Date

Date

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the Texas Department of Family and Protective Services (DFPS) and Polk County (County) for the provision of child welfare services to children ineligible for federal reimbursement under Title IV-E of the Social Security Act or state-paid foster care.

WITNESSETH:

WHEREAS, DFPS and the County have entered into an Interlocal Cooperation Contract pursuant to Chapter 791, Government Code, for the federally reimbursable portion of the provision of child welfare services to children eligible for Title IV-E (Contract);

WHEREAS, DFPS and the County understand and acknowledge that, in accordance with Section 264.102 of the Texas Family Code, the County will provide child welfare services described in the Contract and as described in this MOU to children in the County who are ineligible for Title IV-E or are ineligible for state-paid foster care, but are in need of child welfare services; and

WHEREAS, DFPS and the County desire to enter into this MOU to outline the services to be provided to children needing welfare services who are ineligible for Title IV-E or are ineligible for state-paid foster care.

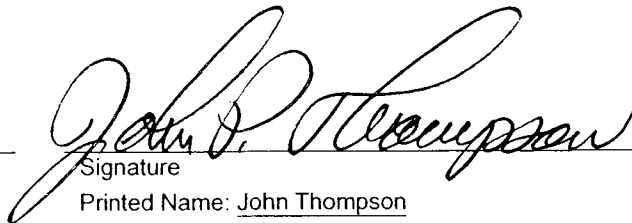
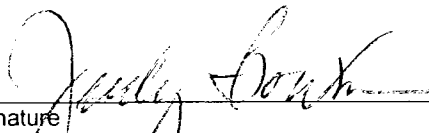
NOW, THEREFORE, in consideration of the mutual covenants herein contained, DFPS and the County hereby agree as follows:

1. DFPS shall refer children needing child welfare services, whether or not eligible for Title IV-E or state-paid foster care, to the County Welfare Board as described in the Contract.
2. The County will provide adequate funding for the care of children ineligible for Title IV-E or ineligible for state-paid foster care.
3. The County will provide adequate funds for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.
4. The term of this MOU shall be coterminous with the Contract.

The undersigned parties bind themselves to the faithful performance of this MOU:

**Texas Department of Family
and Protective Services**

Polk County



Signature

Signature

Printed Name: Judy Bowman

Printed Name: John Thompson

Printed Title: Director, Regions 4 and 5

Printed Title: County Judge

5-22-07

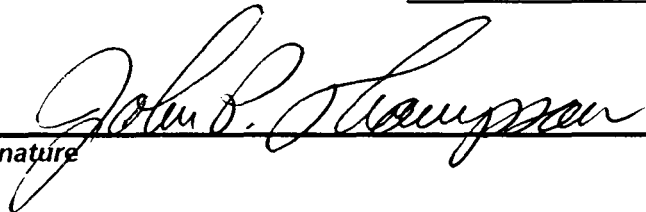
8.28.07

Date

Date

Summary		
County: Polk		
Contract Number: 23379452		
Contract Period: September 1, 2007 through August 31, 2008		
Cost Category	Amount	Total
A. Administration		
A.1. Direct Material & Supplies	\$300.00	
A.2. Direct Other Costs	\$100.00	
Total Administration		\$400.00
B. Training		
Total Training		\$250.00
C. Supplemental Foster Care Maintenance Costs		
Total Supplemental Foster Care Maintenance		\$8,200.00
Grand Total (Includes Administration, Training and Maintenance)		\$8,850.00

Contractor Certification



 Signature

8.28.07

 Date

John Thompson, Polk County Judge

 Printed Name & Title

Budget for Title IV-E County Contract

Administration	
A.1. Direct Material and Supplies	
<i>County: Polk</i>	
<i>Contract Number: 23379452</i>	
<i>Contract Period: September 1, 2007 through August 31, 2008</i>	
Materials and Supplies (description and basis of cost)	Total
Materials and Supplies for Foster/Adoptive Parent Recruitment	\$100.00
Overhead expenses including stationery, postage, and banking expenses.	\$200.00
Total Direct Materials and Supplies	\$300.00

Budget for Title IV-E County Contract

Administration	
A.2. Direct Other	
County: Polk	
Contract Number: 23379452	
Contract Period: September 1, 2007 through August 31, 2008	
Other Costs (description and basis of cost)	Total
Citations	\$100.00
Total Direct Other Costs	\$100.00

Budget for Title IV-E County Contract

B. Training

County: Polk

Contract Number: 23379452

Contract Period: September 1, 2007 through August 31, 2008

Training	How Provided?	IV-E Related Topic	Registration	Mileage	Meals	Transportation	Lodging	Subtotal	# of Employees Attending	Total
Short term training for CPS staff and/or foster parents	Conference	Addressing needs of children in foster care	\$50.00	\$100.00	\$100.00			\$250.00	1	\$250.00
Total Training										\$250.00

Budget for Title IV-E County Contract

C. Supplemental Foster Care Maintenance	
County: Polk	
Contract Number: 23379452	
Contract Period: September 1, 2007 through August 31, 2008	
Foster Care Maintenance (IV-E eligible child specific costs)	Total
Allowances	\$500.00
Clothing	\$500.00
Gifts	\$5,000.00
Graduation Expenses	\$600.00
Personal Items	\$500.00
School Supplies	\$1,000.00
Reasonable Child Specific Travel	\$100.00
Total Child Care	\$8,200.00

Budget Narrative
<i>County: Polk</i>
<i>Contract Number: 23379452</i>
<i>Contract Period: September 1, 2007 through August 31, 2008</i>

A. Administration

A.1. Direct Materials and Supplies: Includes supplies for recruitment of foster home; public/community awareness expenses related to recruitment of foster homes; storage building rental to store supplies for Title IV-E events and children; and overhead expenses including stationery, postage, and banking expenses.

A.2. Direct Other Costs: Includes citation by publication, costs of documentation to establish identify; and storage room rental to store supplies for Title IV-E events and children.

B. Training: Short-term IV-E training to staff or prospective foster care/adoptive parents. Expenses may include registration fees, reimbursement of lodging and meals and mileage reimbursement. Travel and per diem shall be reimbursed in according with county policy but may not exceed current State rates (<http://www.window.state.tx.us/fm/travel/travelrates.html>).

C. Supplemental Foster Care Maintenance Costs: Includes allowances, clothing, gifts (birthday and Christmas), graduation expenses, personal items, school supplies, and reasonable travel provided for the child to visit parents, siblings, relatives, or other caretakers at home or other appropriate location.

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts**

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Federal Regulations (45 CFR part 76) require the Texas Department of Family and Protective Services (DFPS) to determine whether each potential contractor has been debarred or suspended or proposed for debarment or suspension under 48 CFR part 9, are ineligible, as defined in 45 CFR §76.105(i) or has accepted a voluntary exclusion. Each covered contractor must also make the same determination for each of its covered subcontractors. Contractors and subcontractors are both referred to as lower tier participants in this Certification.

Instructions for Certification

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, whether the circumstances occur before the contract begins, during the term of the contract, or during the term of an extension of the contract.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes No

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion for Covered Contracts**

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53 PAGE **1357**

- 7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Indicate in the appropriate box which statement applies:

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

OR

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant has attached an explanation to this certification.

Polk County (Title IV-E Child Welfare Services)

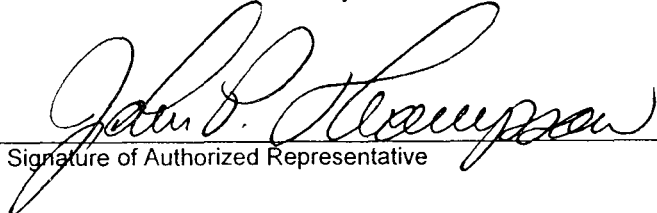
Name of Potential Contractor

17460016219000

Vendor ID No. or Social Security No.

23379452

DFPS Contract No. (if applicable)



Signature of Authorized Representative

8.28.07

Date

John Thompson

Printed/Typed Name of Authorized Representative

County Judge

Title

COPY

COMMISSIONERS' COURT RESOLUTION

STATE OF TEXAS
COUNTY OF POLK

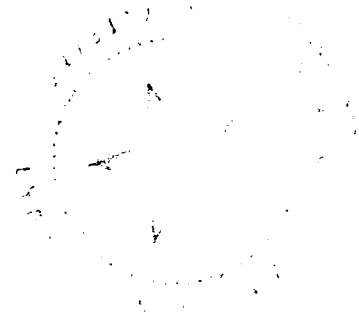
On the 28th day of August, 2007, at a meeting of the Polk County Commissioners' Court, held in the city of Livingston, Polk County, with a quorum of the members present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Commissioners' Court of Polk County does hereby authorize John Thompson, County Judge, and his successors in office, to negotiate on terms and conditions that he may deem advisable, a contract or contracts with the Texas Department of Family and Protective Services, and to execute the contract or contracts on behalf of the County, and further we do hereby give him the power and authority to do all things necessary to implement, maintain, amend, or renew the contract.

I certify that the above and foregoing constitutes a true and correct part of the minutes of a meeting of the Commissioners' Court of Polk County, held on the 28th day of August, 2007.

Shelana Walker
Deputy County Clerk
Polk County



Subscribed and sworn before me, JAN SHANDLEY, a Notary Public for the County of Polk, on the 28th day of August, 2007.

Jan Shandley
Notary Public
Polk County
State of Texas

