

ATTACHMENT C
DFPS INTERAGENCY & INTERLOCAL
SUPPLEMENTAL & SPECIAL CONDITIONS

SECTION I
SUPPLEMENTAL CONDITIONS

These Supplemental Conditions modify the DFPS Uniform Terms and Conditions.

A. Section V (A) (Amendment) is deleted in its entirety and is replaced with the following:

This Contract can be modified as provided below:

1. Written amendment executed by both Parties;
2. Unilateral Amendment as provided for in Section V(B);
3. Written Notice that the Parties are changing their Party's Contract Manager or Point of Contact; and
4. Written Notice to transfer between the Budget Categories up to 10%, so long as the total amount of the transfers do not exceed 10%. Furthermore, these transfers cannot increase the total amount of this Contract.
5. Written Notice to revise the amounts within Budget Categories, so long as the total amount of the revisions do not exceed the "not to exceed" amount of the contract.
6. Requests and approvals under Subsections 3-5 must be in writing and delivered by regular mail or email to the other Party; and after DFPS' approval is received, will amend this Contract.

SECTION II
SPECIAL CONDITIONS

In addition to the DFPS Uniform Terms and Conditions, the Performing Agency agrees to comply with the following DFPS Interagency & Interlocal Special Conditions.

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

As applicable, Performing Agencies 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 quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any 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.

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B. BACKGROUND HISTORY CHECKS - DISALLOWANCE OF TITLE IV-E FUNDS.

If this contract is funded in part or whole by Title IV-E Funds, then during a federal audit, if there is a finding that Performing Agency has not performed required Checks within the timeframes required by the Contract, this finding can result in a disallowance of Title IV-E funds claimed on behalf of the client. In addition to any other remedy under this Contract, DFPS can require the Performing Agency to reimburse DFPS for such disallowances, including disallowed costs related to foster care maintenance payments, administrative costs and interest.

C. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Performing Agency will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation.

D. SUBCONTRACTING.

As applicable under the Contract, Performing Agency will comply will comply with the following.

1. Performing Agency will be responsible to DFPS for any subcontractor's performance under this Contract. Subcontractors providing services under the Contract will meet the same requirements and level of experience as required of Performing Agency.
2. No subcontract under the Contract will relieve Performing Agency of responsibility for ensuring the requested services are provided.
3. Performing Agency will provide DFPS its proposed subcontractors.
4. Subcontracting will be solely at Performing Agency's expense.
5. DFPS retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors.
6. Performing Agency will be the sole contact for DFPS and Performing Agency will list a designated point of contact for all DFPS inquiries.
7. Performing Agency will include a term in all subcontracts that incorporates this Contract by reference and binds subcontractors to all the requirements, terms, and conditions of this Contract related to the service being provided by the subcontractor, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Performing Agency's use of any subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Performing Agency.
8. Payments to subcontractors will be made pursuant to the Texas Prompt Payment Act (Texas Government Code Chapter 2251).

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E. INFORMATION SECURITY REQUIREMENTS.

Performing Agency must comply with the following:

1. The DFPS IT Security Policy located at:
https://www.dfps.state.tx.us/PCS/About_PCS/documents/Contractor_Information_Security.pdf
2. Upon reasonable notice, Performing Agency must provide, and cause its subcontractors and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:
 - a. Performing Agency information security policies, procedures, standards, guidelines;
 - b. Performing Agency security violation reports;
 - c. Performing Agency employee security acknowledgement agreements; and
 - d. Lists of Performing Agency's employees, subcontractors, and agents with authorized access to DFPS confidential information.
3. The information in Subsection 2 above is subject to DFPS' review and approval. Neither DFPS' review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Performing Agency's obligations under this Contract.
4. Performing Agency will provide, and will cause its subcontractors and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited to, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
 - a. The American Institute of Certified Public Accountants' Statement on Standards of Attestation Engagements 18 ("SSAE 18") or similar subsequent report;
 - b. General Security Controls Audit;
 - c. Application Controls Audit;
 - d. Vulnerability Assessment; and
 - e. Network/Systems Penetration Test.

F. REMOVAL OF ACCESS.

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