

**Purchased Client Services Contract
Claims Processing Services
Contract #23620521**

1. GENERAL REQUIREMENTS	
1.1.	Parties and Governing Law. Pursuant to its authority under Texas Human Resources Code §40.058, the Texas Department of Family and Protective Services (DFPS or the Department), and <u>Fort Bend County</u> (Contractor) enter into this Contract (Contract or Agreement), which, together with its incorporated documents and attachments, constitutes the entire agreement under the above referenced contract number. This Contract will be governed by and construed in accordance with the laws of the State of Texas with venue in State District Court, Travis County, Texas. DFPS agrees to purchase the services noted in this Contract, and Contractor agrees to provide these services according to the terms and conditions set forth in this agreement. In this Contract, all references to DFPS will include the Texas Health and Human Services Commission (HHSC) and any other agency named in Chapter 531 of the Texas Government Code. When acting in such capacity, HHSC or such other agency is an authorized agent acting on behalf of DFPS.
1.2.	Effective Date of Contract. The effective date of this Contract is <u>September 1, 2012 to February 28, 2015.</u>
1.3.	Contract Amount. DFPS will pay the Contractor up to <u>\$4,630.00</u> from available funds for services rendered in accordance with the terms of this Contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department.
1.4.	Delivery of Notices. Any notice required or permitted under this Contract by one party to the other party must be in writing and correspond with the contact information noted in this section. At all times, Contractor will maintain and monitor at least one active electronic mail (e-mail) address for the receipt of Contract-related communications from DFPS. It is the Contractor's responsibility to monitor this e-mail address for Contract-related information. 1.4.1. Contractor's Contact Information. The mailing address of the Contractor for all notices is <u>301 Jackson Street, Richmond, Texas 77469.</u> 1.4.2. State Agency's Contact Information. The mailing address of DFPS for all notices is <u>5425 Polk Street, Suite 190, Houston, Texas 77023.</u>
1.5.	Funds Availability. This Contract depends upon the availability and receipt of state or federal funds that the Department has allocated to this Contract. If funds for this Contract become unavailable during any budget period, DFPS may immediately terminate or reduce the amount of this Contract at the discretion of the Department. Contractor will have no right of action against DFPS if DFPS cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Agreement.
1.6.	Independent Contractor. Contractor will serve as an independent contractor in providing services under this Contract. Contractor's employees will not be construed as employees of DFPS or the State of Texas. Contractor has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Contractor is responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.
1.7.	Order of Precedence. To the extent of any conflict between the provisions of this Contract and other relevant documents, the conflict will be resolved, to the extent possible, by

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	<p>reference to the documents in the following order of priority:</p> <p>1.7.1. First, this Contract, including the statement of work and any attachments, and any amendments to any such items;</p> <p>1.7.2. Second, the solicitation document, including all attachments and exhibits, and any modifications, addendum, or amendments issued in conjunction with the solicitation; and</p> <p>1.7.3. Third, the application, response, or bid submitted by the Contractor, including all attachments and exhibits.</p>
1.8.	Taxes. DFPS is not responsible for any state, local, or federal taxes. The Contractor must comply with all federal, state, and local tax laws.
1.9.	Sovereign Immunity. No part of any of this Contract, nor DFPS's conduct related to this Contract, will constitute a waiver of any of the privileges, rights, defenses, remedies, or immunities available to DFPS, the State of Texas, and their officials and staff. DFPS does not waive any such privileges, rights, defenses, or immunities by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.
1.10.	Severability. Invalidity or unenforceability of one or more provisions of this Contract will not affect any other provision of this Contract. If a part of the Contract is determined invalid or unenforceable, a clause of as similar terms as may be legally possible may be added in order to make the prior intent of such provision legal, valid, and enforceable.
1.11.	Disclosures under the Public Information Act. All contracts and other information submitted to DFPS may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If Contractor submits proprietary or otherwise confidential information to DFPS, then Contractor should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. DFPS assumes no responsibility for asserting legal arguments for Contractor. Contractor should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information.
1.12.	Force Majeure. Neither party will be liable for any delay in performance under this Contract related to an unavoidable cause not attributable to the fault or negligence of the respective party. Such delays will extend the period of performance at the discretion of DFPS. Contractor must inform the Department in writing of proof of force majeure within five (5) business days or otherwise waive this right as a defense.
1.13.	Prohibition on Non-compete Restrictions. Contractor will not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with other providers (including DFPS).
1.14.	Cultural Competence. Contractor will make reasonable efforts to provide services that meet the individual needs of the client. Contractor will develop and maintain a cultural competence plan that effectively provides services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery. Contractor will

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	<p>take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to ensure that all information is presented in a way that meets the individual needs of each client. Contractor will provide services in the client's primary language, whether provided directly by Contractor or through a translator.</p>
<p>1.15.</p>	<p>INDEMNIFICATION. CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, DFPS, AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS CONNECTED WITH ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY DFPS. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE DEPARTMENT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF DFPS OR ITS EMPLOYEES.</p>
<p>1.16.</p>	<p>Insurance. Unless otherwise noted in this Contract and to the extent that Contractor does not have or maintain insurance, or does not have or maintain sufficient insurance, Contractor acknowledges and agrees that Contractor will be solely responsible for any losses or damages related to or caused by the Contractor's performing its duties and obligations under this Contract. DFPS will have no obligation to reimburse or otherwise pay Contractor for any costs incurred related to any such losses or damages.</p>
<p>1.17.</p>	<p>Notice of Funding. Contractor will place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this Contract. This notice will also appear in Contractor's annual financial report, if any is issued.</p>
<p>1.18.</p>	<p>Limitation on Use of DFPS Seal and Name. Contractor may not use the DFPS seal in any form or manner without the prior written approval of the Department. Contractor also may not use the name of DFPS to imply any endorsement, approval, or sponsorship of Contractor's goods or services by DFPS.</p>
<p>1.19.</p>	<p>Testimony in Proceedings. Contractor will require its employees to testify in judicial and administrative proceedings at the request of DFPS. To the extent possible, Contractor will also assist the Department in locating past employees or subcontractors when DFPS requires past employees or subcontractors to appear and testify in accordance with this subsection.</p>
<p>1.20.</p>	<p>Notifications. Contractor will notify the Department immediately of any significant change affecting Contractor or this Contract, including, but not limited to, change of Contractor's name or identity, ownership, control, governing board membership, key personnel, any problem or potential problem associated with performance or services, or payee identification number. Contractor will also provide DFPS with any documentation or information related to a notification provided for under this section. Contractor will also notify DFPS of any lawsuit brought against Contractor related to the services provided for in this Contract. Unless otherwise noted in this Contract, Contractor will provide all notices in writing to the Department within ten (10) working days.</p>
<p>1.21.</p>	<p>Removal of Access. Contractor will immediately remove access capabilities to any DFPS automated/internet-based application(s) or immediately notify DFPS that access to such</p>

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	<p>applications needs to be terminated for an employee, subcontractor, or volunteer whose employment, subcontract, or volunteer term with Contractor has ended for any reason.</p>
<p>1.22.</p>	<p>Buy Texas. In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.</p>
<p>1.23.</p>	<p>Reporting Abuse, Neglect, or Exploitation. Contractor will promptly report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within twenty-four (24) hours of the discovery of abuse, neglect, or exploitation.</p>
<p>1.24.</p>	<p>Comptroller Status. Contractor agrees that should the Texas Comptroller of Public Accounts ever place the Contractor on "vendor hold" or "not in good standing," then the Department will apply all payments under this Contract directly toward eliminating any of Contractor's debts or delinquencies to the State of Texas.</p>
<p>1.25.</p>	<p>Subcontracting. Contractor will be responsible to DFPS for any subcontractor's performance under this Contract.</p> <p>1.25.1. Subcontracts. Contractor will not subcontract for any services under this agreement without the prior written approval of DFPS. Any subcontractor providing services under the Contract must comply with the same requirements, terms, conditions, and level of experience required of the Contractor. Contractor will include a term in all proposed subcontracts that incorporates this Contract by reference and binds subcontractor to all the requirements, terms, and conditions of this Contract as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. Contractor remains fully responsible for compliance with all obligations under the Contract. DFPS approval of Contractor's use of any subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Contractor. DFPS does not agree to any part of any subcontract to the extent that the subcontract modifies, limits, or waives any of the duties of the Contractor to DFPS under this Contract.</p> <p>1.25.2. Payment to Subcontractors. Pursuant to Chapter 2251 of the Texas Government Code, Contractor will make any payments owed to subcontractors within ten (10) calendar days of Contractor's receipt of funds from DFPS.</p>
<p>1.26.</p>	<p>Assignments. Contractor will refrain from transferring or assigning any portion of this Contract without prior written approval from DFPS. Contractor may collaterally assign its right to receive payments for the services provided by Contractor. Contractor must give written notice to DFPS at least ten (10) working days in advance of any assigned payment. Contractor will not assign or otherwise encumber any interest in or rights to payments of funds that Contractor must pass through to other individuals or entities per the requirements of this Contract.</p>
<p>1.27.</p>	<p>Federal and State Requirements. Contractor will comply with all applicable federal and state regulations as well as the Department's policies and procedures regarding services delivered under this Contract.</p>

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- 1.27.1. Anti-Discrimination.** Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:
- 1.27.1.1.** Title VI of the Civil Rights Act of 1962 (42 U.S.C. §2000d *et seq.*);
 - 1.27.1.2.** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - 1.27.1.3.** Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - 1.27.1.4.** Age Discrimination Act of 1975 (42 U.S.C. §§6101–6107);
 - 1.27.1.5.** Title IX of Education Amendments of 1972 (20 U.S.C. §§1681–1688);
 - 1.27.1.6.** Food Stamp Act of 1977 (7 U.S.C. §2011 *et seq.*); and
 - 1.27.1.7.** The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- 1.27.2.** Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.
- 1.27.3.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- 1.27.4.** Contractor agrees to comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- 1.27.5.** Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of Contractor's civil rights policies and procedures.
- 1.27.6.** Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.

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

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	<p style="text-align: center;">TTY Toll Free: (877) 432-7232 Fax: (512) 438-5885</p> <p>1.27.7. If applicable, Contractor will comply with:</p> <p>1.27.7.1. Health and Safety Code Section 85.113 (workplace and confidentiality guidelines regarding AIDS and HIV);</p> <p>1.27.7.2. The Immigration Reform and Control Act of 1986 and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this Contract;</p> <p>1.27.7.3. All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and DFPS;</p> <p>1.27.7.4. The Clean Air Act (42 U.S.C. §7401 <i>et seq.</i>) and the Federal Water Pollution Control Act (33 U.S.C. §1251 <i>et seq.</i>);</p> <p>1.27.7.5. All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan related to the Energy Policy and Conservation Act (Pub.L.94-163);</p> <p>1.27.7.6. The Fair Labor Standards Act (FLSA) (29 U.S.C. § 201 <i>et seq.</i>) regarding minimum wages, overtime pay, recordkeeping, and child labor; and</p> <p>1.27.7.7. 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).</p>
<p>1.28.</p>	<p>Right to Audit. Contractor will cooperate fully in any review conducted by DFPS or its authorized representatives related to services provided under this Contract. DFPS has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Contractor, including all information related to any services provided under this Contract or billed to DFPS. Contractor will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by DFPS or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate sanctions or penalties deemed necessary by DFPS. Acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this Contract or any subcontract. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Failure to enforce any provision of the Contract does not constitute a waiver of that provision, or any other provision, of the Contract.</p>
<p>1.29.</p>	<p>Reporting. Contractor will submit all reports requested by the Department in appropriate format and within the time limits specified by DFPS. Contractor will make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives.</p>
<p>1.30.</p>	<p>Record Keeping.</p> <p>1.30.1. Unless otherwise noted in this Contract, Contractor will maintain legible copies of this Contract and all related documents for a minimum of five (5) years after the termination of the contract period or five (5) years after the</p>

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	<p>completion of any litigation or dispute involving the Contract, whichever is later. Contractor will provide any records and information concerning a child to the Department upon request. Contractor must forward legible records and information to the Department within fourteen (14) calendar days. Contractor will provide any necessary records and information to DFPS upon verbal request in emergency situations. In emergency situations, Contractor must submit legible records and information within the Department's specified timeframe.</p> <p>1.30.2. Contractor will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). Contractor has a duty to protect personal information and to notify all affected parties of any breach of personal information.</p>
<p>1.31.</p>	<p>Authority of Department Staff. DFPS staff are not authorized to sign non-DFPS forms unless those forms have received prior approval by the Department. DFPS is not bound by unauthorized staff actions in signing such forms.</p>
<p>1.32.</p>	<p>Single Audit. All contractors identified as subrecipients will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. If applicable, Contractor will submit an annual financial and compliance audit of Contractor's fiscal year in accordance with Single Audit Requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations) and Texas Uniform Grant Management Standards.</p>
<p>1.33.</p>	<p>DFPS Confidential Information. Contractor will not release confidential information to any party without the prior written approval of DFPS. Contractor will not use any information supplied by DFPS except for the purposes that the Department intends the information to be used. If Contractor stores, collects, or maintains any data, Contractor will only use such data internally for implementing this Contract.</p> <p>1.33.1. Contractor will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state laws, rules, and regulations.</p> <p>1.33.2. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this Contract. The Department will have an absolute right to access to and copies of such information, upon request.</p> <p>1.33.3. If Contractor receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Contractor will provide DFPS with immediate notice of such request (no later than two (2) business days) so that the Department may seek an appropriate protective order and/or consent to Contractor's disclosure of the requested records.</p> <p>1.33.4. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.</p>
<p>1.34.</p>	<p>Intellectual Property. Except as otherwise provided in this Contract, all products produced by Contractor as a result of this Contract become the sole property of DFPS, including, without limitation, all plans, designs, software, and other contract deliverables.</p> <p>1.34.1. If Contractor develops any copyrightable material in the course of performing</p>

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	<p>this Contract, then Contractor will grant the State of Texas, DFPS, any federal awarding agency, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.</p> <p>1.34.2. This section does not apply to any report, document, or other data, or any invention of Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Contract.</p>
<p>1.35.</p>	<p>DFPS Background Check Policy. Contractors will submit criminal abuse and neglect history information for background checks electronically through the DFPS Automated Background Check System (ABCS) according to the instructions in the user guide located at: http://www.dfps.state.tx.us/documents/PCS/ABCSUserGuideFY09.pdf.</p> <p>1.35.1. Disclosure and Release. Contractor will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:</p> <p>1.35.1.1. an act of abuse, neglect, or exploitation of children, the elderly, or persons with disabilities;</p> <p>1.35.1.2. criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code against:</p> <p>1.35.1.2.1. the person;</p> <p>1.35.1.2.2. the family;</p> <p>1.35.1.2.3. public order or decency;</p> <p>1.35.1.2.4. public health, safety, or morals; or</p> <p>1.35.1.2.5. property;</p> <p>1.35.1.3. an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or</p> <p>1.35.1.4. any act or offense that can reasonably be associated with potential risk of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.</p> <p>1.35.2. Method of Disclosure and Release. This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:</p> <p>1.35.2.1. a criminal history background check;</p> <p>1.35.2.2. a DFPS abuse and neglect history check; and</p> <p>1.35.2.3. a signed disclosure and release by each person attesting to this information, which will be maintained by Contractor, available for review by the Department, and renewed at intervals not to exceed 24 months while the Contract is in effect.</p> <p>1.35.3. Direct Contact with Clients. Contractor will prevent or promptly remove any employee, subcontractor, or volunteer from direct client contact and/or from access to client records who is alleged to have committed any act listed in this Contract. If it is determined with certainty that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Contractor or subcontractor will notify the Department of its intent to do so no later than ten (10) business days and receive Department approval prior to the reassignment.</p>

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	<p>Contractor or subcontractor must provide the Department with further information concerning the reasons for the reassignment upon the request of the Department. If the person in question is found to have committed any of the acts or offenses listed in this Contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.</p>
<p>1.36.</p>	<p>Changes to Contract. The parties to this Agreement may make modifications to the Contract according to the requirements of this section.</p> <p>1.36.1. Bilateral Amendment. Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.</p> <p>1.36.2. Unilateral Amendment. The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances:</p> <p>1.36.2.1. to correct an obvious clerical error in this Contract;</p> <p>1.36.2.2. to incorporate new or revised federal or state laws, regulations, rules, or policies;</p> <p>1.36.2.3. to comply with a court order or judgment;</p> <p>1.36.2.4. to update service level descriptions or daily rates;</p> <p>1.36.2.5. to change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State;</p> <p>1.36.2.6. to change the name of the designated DFPS mailing address or DFPS contact person for this Contract; or</p> <p>1.36.2.7. to change the recorded license number of any license needed under this Contract in order to reflect the current number as issued by the licensing authority.</p> <p>1.36.3. Contract Renewal. DFPS may renew this Contract at the Department's discretion on an annual basis by mutual agreement, subject to the conditions in 40 TAC §732.203 and the terms of this Contract.</p>
<p>1.37.</p>	<p>Complaint Reporting. Unless otherwise noted in this Contract, DFPS will contact Contractor when a complaint is received, and advise the Contractor whether DFPS will conduct an investigation or will coordinate with the Contractor for an investigation and a response. When DFPS requires the Contractor to conduct any part of the complaint investigation, Contractor must respond in writing to DFPS with all information and according to DFPS requirements and specified time frames. If Contractor is unwilling or unable to provide any information within the time required, Contractor will provide a written explanation for any information that Contractor does not submit, any applicable date by which Contractor will provide the information, and the detailed reasons why Contractor is unwilling or unable to provide such information.</p>
<p>1.38.</p>	<p>Termination, Remedies, and Dispute Resolution. Failure to enforce any provision of this Contract does not constitute a waiver of that provision, or any other provision, of the Contract.</p> <p>1.38.1. Abandonment or Default. If Contractor defaults on the Contract, DFPS reserves the right to cancel this Contract without notice and either re-solicit or re-award the contract to the next best respondent or bidder. DFPS reserves the right not to consider the defaulting Contractor in the re-solicitation or in future solicitations for the same type of work, unless the specification or scope of work</p>

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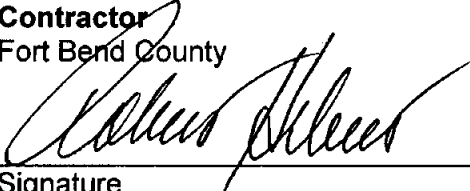
significantly changed. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this Contract.

- 1.38.2. Immediate Suspension or Termination.** The Department will immediately suspend or revoke this Contract if the Contractor is found liable for, or has a contract, license, certificate, or permit of any kind revoked for, Medicaid fraud. DFPS will also suspend or revoke this Contract if the Contractor's license, certificate, or permit has been revoked by any applicable licensing authority.
- 1.38.3. Remedies.** The Department, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions, including, but not limited to:
- 1.38.3.1.** requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term;
 - 1.38.3.2.** withholding or recouping payments made to the Contractor or imposing other sanctions based on audit finding of violations of contract requirements;
 - 1.38.3.3.** suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
 - 1.38.3.4.** removing from the provision of services any employee of the Contractor or subcontractor in a reasonable manner by the Department; and
 - 1.38.3.5.** suspending, placing into abeyance, or removal of any contractual rights including, but not limited to, withholding of payment, cessation of placement, and removal of all contract rights.
- 1.38.4. Termination.** Either party may terminate this Contract at any time with the consent of the other party. In addition, either party may terminate this Contract by providing thirty (30) days written notice to the other party of the Contract's final date. Nothing in this section will be construed to prohibit the Department's right to immediately terminate this Contract.
- 1.38.5. Transition after Termination.** At the end of the contract term or other contract termination or cancellation, Contractor will in good faith and in reasonable cooperation with the Department, aid in the transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled. Upon termination or expiration of this Contract, DFPS will work with Contractor to transfer all services as efficiently as possible with the goal to have all necessary services transferred by the effective date of the expiration or termination of the Contract. However, in the event that a transfer of all necessary services is not possible, Contractor will continue to provide necessary services in accordance with all terms and conditions of this Contract until all necessary client services are completely transferred.
- 1.38.6. General Release.** The acceptance by Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction, or any other administrative means, will constitute and operate as a general release to the State from all claims of and liability to the Contractor arising out of the performance of this Contract.
- 1.38.7. Contract Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code will be used by the Department and Contractor to attempt to resolve any claim for breach of contract made by Contractor.

**Purchased Client Services Contract
Claims Processing Services
Contract #23620521**

<p>1.39.</p>	<p>Certifications. Contractor acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify DFPS of any changes in circumstances affecting these certifications:</p> <ul style="list-style-type: none"> 1.39.1. Federal lobbying; 1.39.2. Debarment and suspension; 1.39.3. Drug-Free Workplace; 1.39.4. Child support; 1.39.5. Anti-trust; 1.39.6. Deceptive Trade Practices; 1.39.7. Prohibited Responses and Contracts; and 1.39.8. Financial Interests and Gifts.
<p>1.40.</p>	<p>Incorporation by Reference. The following documents are incorporated into the Contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s).</p> <ul style="list-style-type: none"> 1.40.1. Form 2031, Signature Authority Designation 1.40.2. Form 9007FFS, Internal Control Structure Questionnaire (ICSQ) 1.40.3. Attachment C, Performance Measures 1.40.4. Attachment D, Performance Measure Requirements 1.40.5. Attachment E, FY11 Contract Performance Measures Data 1.40.6. Attachment F, Glossary
<p>2. SERVICES</p>	
<p>2.1.</p>	<p>This Contract incorporates the Attachment A - SECTION 2 - STATEMENT OF WORK in its entirety as Section 2 of this Contract.</p>
<p>3. UTILIZATION AND COMPENSATION</p>	
<p>3.1.</p>	<p>This Contract incorporates the Attachment B - SECTION 3 - UTILIZATION AND COMPENSATION in its entirety as Section 3 of this Contract.</p>
<p>4. PROGRAM SPECIFIC TERMS AND CONDITIONS</p>	
<p>4.1.</p>	<p>4.1.1. Contracts may not exceed beyond February 28, 2015 without being subject to further competition or Texas Department of Family and Protective Services (DFPS) waiver.</p>
<p>5. SIGNATURE</p>	
<p>5.1.</p>	<p>This Contract constitutes the entire legal and binding agreement between the parties, who have duly authorized, executed, and delivered this Contract in accordance with its terms. The undersigned representatives have the authority to execute and agree to this Contract on behalf of their respective represented party.</p>

Purchased Client Services Contract
Claims Processing Services
Contract #23620521

5.2.	Texas Department of Family and Protective Services	Contractor Fort Bend County
	<hr/>	
	Signature Printed Name: Scott Dixon Title: Regional Director	Signature Printed Name: Robert Hebert Title: County Judge
	<hr/>	<i>10-2-2012</i>
Date	Date	

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

Did your organization complete the CCR registration? Yes No

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 081497075

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No" or N/A, answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.


C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No N/A (if entity reports through some other means, state how:)

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Robert E. Hebert	
Printed Name of Authorized Representative	Signature of Authorized Representative
County Judge	
Title of Authorized Representative	Date 10-2-2012
Fort Bend County	23941778; 23941775
Legal Name of Contractor	Contract Number

Contract Name: Fort Bend County

Contract Number: 23941775, 23941778, 23620521, 530-08-0194-00001 FY 2013

Please provide the person's name and number to contact if additional information is needed: Robert Ed Sturdivant, 281-341-3769

1. Do you currently have other client service contracts with DFPS or any other Governmental entity [federal, state (ISD, University) county]?

Yes No

If yes, please provide the contract number and indicate which of the following payment types is utilized for the contract:

Cost Reimbursement	Contractor is reimbursed for allowable costs.
Fee For Service	Contractor is paid a set fee per unit of service. Typically rates are negotiated with the individual vendor and may apply only to that vendor. An independent rate setting process does not exist for the contracted service.
Rate Based Payments	Contractor is paid at a pre-determined rate or fee per unit of service, which was established through a rate setting process. The rate setting process typically applies to multiple contractors who provide the service.
Other	Any other payment type not defined above.

Contract Number See Attached	Payment Type	Contract Number	Payment Type
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

RAI Factor #4

2. Check the appropriate time period since your last audit (e.g., annual audit, compliance audit,) was completed by an independent auditor, including other state/federal agency.

Within 21 months Within 22-34 months 35 months or more OR No Audit completed

RAI Factor #15

3. Type of Related Party Transactions: "Doing business" refers to business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle), and/or obtaining a service (e.g., legal services, accounting services, banking services), even if the purchase/lease/service is provided at no charge from anyone related by blood, adoption or marriage to a member of your Board of Directors; a principal stockholder; or a key employee.

Does your agency do business with any of the above-mentioned parties for the following?

- Non-compensated services Yes No
- Compensated non-recurring services Yes No
- Compensated Consulting or Management services Yes No
- Compensated Building Leasing Yes No
- Compensated Transportation Yes No
- Compensated Goods and Services or Labor Yes No
- For-profit affiliated with non-profit Yes No
- Owned/operated by same or related entity Yes No

RAI Factor #10

4. The percentage of total expenditures paid out to Subcontractors in a fiscal year as allowable by contract.

- 0% no more than 30% 31% to 50% More than 50%

RAI Factor #9

5. Experience of key management staff: Note: Fiscal components refer to the financial aspect of the contract. Programmatic components refer to the program side of the contract, such as monitoring that services are provided to clients, monitoring the quality of the service delivery, ensuring compliance to the service provisions in the contract.

Executive Director, Sole Proprietor, President or Equivalent	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
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Accounting (Comptroller, Chief Financial Officer, Business Mgr, etc.)	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
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Program Director, Program Coordinator or Equivalent	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
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RAI Factor #7

6. Check the appropriate box below if there has been any significant change in key management staff in the appropriate periods:

- No significant change in last 2 years
- Significant change in key management staff within: Last 2 years Last 12 months

RAI Factor #7

7. Total Contractor Experience

Check the appropriate box below your total contractor experience (including experience with non-DFPS agencies) providing the type of service being contracted.

- 0 to 12 months 13 to 35 months 36 to 59 months 60 or more months

RAI Factor #8

8. Check the appropriate box below if there has been any significant change in direct delivery and billing staff in the appropriate periods:

No significant change in last 2 years

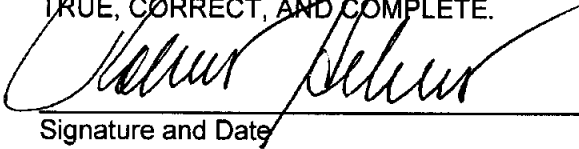
Significant change in direct delivery and billing staff within: Last 2 years Last 12 months

RAI Factor #8

CERTIFICATION

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.



10-2-2012

Signature and Date

Robert E. Hebert, Fort Bend County Judge
Printed Name and Title