



Texas Department of
Family and Protective Services

Child Protective Services

**NEGOTIATED CONTRACT
BETWEEN
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
AND
TEXAS FAMILY INITIATIVE, LLC.**

This agreement ("Contract" or "Agreement") is entered into between the Texas Department of Family and Protective Services ("DFPS" or "the Department"), an agency of the State of Texas, and Texas Family Initiative, LLC ("Contractor" or "SSCC"), located at 405 S Elm St #303, Denton, TX 76201.

Article I. Recitals.

Section 1.01 Whereas, on October 18, 2017 DFPS issued a Request for Applications (RFA) #530-18-0021 from qualified, non-profit or governmental entities to provide Community Based Care (CBC) and related services that support safety, permanency, and well-being of children in its legal conservatorship.

Section 1.02 Whereas, DFPS sought a performance-based service delivery model, provided through a Single Source Continuum Contractor ("SSCC"), as the approach that would most effectively meet this need in a manner that achieves better outcomes for children in its conservatorship.

Section 1.03 Whereas, on January 16, 2018, Contractor submitted a proposal in response to the RFA.

Section 1.04 Whereas, on May 1, 2018, DFPS made an award to Contractor as the SSCC.

Section 1.05 Now therefore, DFPS and Contractor agree as follows:

Article II. Inducements.

In making the award of this Agreement, DFPS relies on Contractor's assurances of the following:

Section 2.01 Contractor and its subcontractors are established providers of the types of services described in the RFA.

Section 2.02 Contractor and its subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the services described in the Contractor's Application and this Agreement in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities.

Section 2.03 Contractor has thoroughly reviewed, analyzed, and understood the RFA, has raised all questions or objections to the RFA in a timely manner, and has had the opportunity to review and fully understand the Department's current program and operating environment for the activities that are the subject of the Agreement and the needs and requirements of the State during the Agreement term.

Section 2.04 At the time of contract execution, Contractor has had the opportunity to review and understand the State's stated objectives in entering into this Agreement and, based on such review and understanding:

- (A) Contractor currently has the capability to perform in accordance with the terms and conditions of the advertised RFA and this Agreement; and
- (B) Contractor has reviewed and understands the risks associated with DFPS Programs as described in the RFA, including the risk of non-appropriation of funds.

Section 2.05 Accordingly, on the basis of the terms and conditions of this Agreement, DFPS desires to engage the Contractor to perform the services described in this Agreement under the terms and conditions set forth in this Agreement.

Article III. Effective Date of Contract and Renewal.

The initial term of this Contract is **May 29, 2018**, through **May 28, 2023**. DFPS retains the option to renew this Contract for one additional term of two years.

Article IV. DFPS Mission and Scope.

The mission of the Texas Department of Family and Protective Services is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by working with clients, families, and communities. The State of Texas, by and through DFPS, and pursuant to its authority under Texas Human Resources Code § 40.058, seeks to enter into a contract under its Child Protective Services (CPS) program for the provision of a full continuum of substitute care (foster and kinship care), purchased client services and case management services for children and youth in DFPS legal conservatorship, including reunification services from the designated geographic catchment area and who are referred to the SSCC by DFPS, those placed in the catchment area through Interstate Compact on the Placement of Children (ICPC) and through inter-regional agreements, pursuant to implementation of a the Community Based Care approach and in accordance with the specifications contained in and referenced by Request for Application (RFA) Procurement **530-18-0021**.

Article V. Authority and Governing Law.

The State of Texas, by and through DFPS, and pursuant to its authority under Texas Human Resources Code § 40.058, enters into this contract under its Child Protective Services (CPS) program. 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.

Article VI. 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).

Section 6.01 Exhibit A: DFPS Statement of Work

Section 6.02 Exhibit B: 5622 DFPS Region 2 SSCC Uniform Terms and Conditions

Section 6.03 Exhibit C: Funding Matrix

Section 6.04 Exhibit D: Change Log

Section 6.05 Exhibit E: Performance Measures

Section 6.06 Texas Family Initiatives LLC's responses to the RFA 530-18-0021, including:

- (A) Exhibit F: HUB Subcontracting Plan
- (B) Exhibit G: Cost Proposal for Family Services
- (C) Exhibit H: Cost Proposal for Case Management Services

Section 6.07 HHSC Request for Application (RFA) 530-18-0021

Article VII. Order of Precedence.

Contractor will provide the services and deliverables described and required by all of the documents listed in this Section. In the event of conflicts or inconsistencies between documents, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority:

Section 7.01 First, this Contract and any amendments as documented in Exhibit C: Change Log to this Contract;

Section 7.02 Second, Exhibit A: DFPS Statement of Work;

Section 7.03 Third, Exhibit B: CBC 5622 DFPS Region 2 SSCC Uniform Terms and Conditions; and

Section 7.04 Fourth, HHSC Request for Applications 530-18-0021.

Article VIII. Delivery of Notices.

DFPS will designate a Contract Manager for this Contract. The Contract Manager will serve as the point of contact between DFPS and Contractor. 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 and it is the Contractor's responsibility to monitor this e-mail address for Contract-related information

Section 8.01 Contractor's Contact Information. The contact information of the Contractor for all notices is:

Shirley Dwyer
CEO
Texas Family Initiative LLC
197 Sayles Blvd. PO Box 3719
Abilene, TX. 79604
(800) 504-3735 or (325) 400-7240
sdwyer@tfics.org

Section 8.02 State Agency's Contact Information. The contact information of DFPS for all notices is:

Reid Miller
DFPS Contract Administration Manager
3610 Vine Street
Abilene, TX
(325) 691-8267
reid.miller@dfps.state.tx.us

Article IX. Changes to Contract.

The parties to this Agreement may make modifications to the Contract according to the requirements of this section.

Section 9.01 Bilateral Amendment. Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.

Section 9.02 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, allowing for an additional five (5) days for response from the SSCC prior to the unilateral amendment taking effect:

- (A) to correct an obvious clerical error in this Contract;
- (B) to incorporate new or revised federal or state laws, regulations, or rules
- (C) to comply with a court order or judgment;
- (D) to change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State;
- (E) to change the name of the designated DFPS mailing address or DFPS contact person for this Contract; or
- (F) 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.

Section 9.03 Exhibit C: Change Log contains the record of all amendments made to the documents referenced in Article VI of this Contract.

Article X. 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.

Article XI. Survivability

All obligations and duties of the SSCC not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

Article XII. Non-waiver.

Failure to enforce any provision of this Contract does not constitute a waiver of that provision, or any other provision, of the Contract.

Article XIII. No Third Party Rights

This Contract is not intended to and cannot be construed to give any third party any interest or rights (including, without limitation any third party beneficiary rights) with respect to or in connection with any Contract or provision contained in the Contract, except as otherwise expressly provided for in this Contract.

Article XIV. Adoption

No later than, five months after the contract effective date, the SSCC will provide DFPS with its proposed cost structure for adoptive services provided under this contract.

Article XV. Signature.

Section 15.01 Merger. This Contract contains the entire agreement between Contractor and DFPS and supersedes any prior understandings or oral or written agreements between DFPS and Contractor.

Section 15.02 Signatories. The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.



H.L. Whitman
Commissioner, DFPS



Shirley Dwyer
CEO, Texas Family Initiative, LLC

Date: 5-29-2018

Date: 5/29/18