

# TEXAS

## Department of Family and Protective Services

**NEGOTIATED CONTRACT  
BETWEEN  
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES  
AND  
ACH CHILD AND FAMILY SERVICES**

Contract No. \_\_\_\_\_

Procurement No. 530-13-0070FCR

This agreement ("Contract" or "Agreement") is entered into by the Texas Department of Family and Protective Services ("DFPS" or "the Department"), an agency of the State of Texas, and ACH Child and Family Services ("Contractor" or "SSCC"), located at 3712 Wichita Street, Fort Worth, TX 76119.

#### **Article I. Recitals.**

**Section 1.01** Whereas, on August 1<sup>st</sup>, 2011 DFPS issued Request for Proposals (RFP) #530-12-0003 from qualified, independent firms to provide paid foster care and purchased services that support safety, permanency, and well-being of children in its legal conservatorship who reside in paid foster care;

**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 and in paid foster care;

**Section 1.03** Whereas, on September 9, 2013, Contractor submitted a proposal in response to the RFP;

**Section 1.04** Whereas, on November 8, 2013, DFPS made an award to Contractor as the SSCC to ensure the full continuum of paid foster care and purchased services for children and youth in DFPS legal conservatorship in the contracted service area and who are referred to the SSCC by DFPS;

**Section 1.05** Now therefore, DFPS and Contractor agree as follows.

#### **Article II. Inducements.**

In making the award of this Agreement, the Department Family and Protective Services (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 RFP;

**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 Proposal 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 RFP, has timely raised all questions or objections to the RFP, 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 RFP and this Agreement;
- (B) Contractor has reviewed and understands the risks associated with DFPS Programs as described in the RFP, including the risk of non-appropriation of funds.

**Section 2.05** Accordingly, on the basis of the terms and conditions of this Agreement, HHSC desires to engage 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 effective date of this Contract is **January 1, 2014 to August 31, 2017**. ACH Child and Family Services will retain an exclusive option to renew this Contract on an annual basis for an additional three years, beginning on Sept 1, 2017. All renewals of this contract must comply with 1 TAC §391.181. ACH must exercise its contract renewal option via a formal written request to the Department at least thirty (30) days prior to each renewal.

### **Article IV. DFPS Mission and Scope.**

The mission of the Texas Department of Family and Protective Services (DFPS or the Department) 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 paid foster care and purchased services for children and youth in conservatorship and their families, pursuant to implementation of a redesigned foster care approach and in accordance with the specifications contained in and referenced by Request for Proposals (RFP) Procurement **530-13-0070 FCR** and this Contract Number {Insert contract number}.

### **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. 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.

#### **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: DFPS SSCC Uniform Contract Terms and Conditions

- (A) Form 2031, Signature Authority Designation
- (B) Form 4732, Request for Determination of Ability to Contract
- (C) Form 1513, Disclosure of Ownership and Control Interest Statement
- (D) HUB Subcontracting Plan

**Section 6.03** Exhibit C: Change Log

#### **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 recorded in Exhibit C: Change Log to this Contract;

**Section 7.02** Second, Exhibit A: DFPS Statement of Work to this Contract; and

**Section 7.03** Third, Exhibit B: DFPS SSCC Uniform Terms and Conditions to this Contract.

#### **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:

**Gary Buff**  
**Chief Operating Officer**  
**ACH Child and Family Services**  
**3712 Wichita Street**  
**Fort Worth, TX 76119**  
**(817) 886-7117**  
[gbuff@ACHservices.org](mailto:gbuff@ACHservices.org)

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

**Leonard Krugel**  
**DFPS Contract Administration Manager**  
**Mailcode E-541**  
**P.O. Box 149030**  
**Austin, TX 78714-9030**  
**(512) 438-2174**  
[leonard.krugel@dfps.state.tx.us](mailto:leonard.krugel@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 V 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.

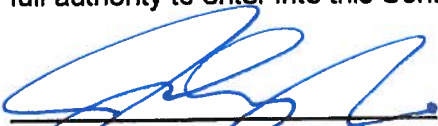
**Article XII. Non-waiver.**

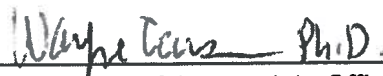
Failure to enforce any provision of this Contract does not constitute a waiver of that provision, or any other provision, of the Contract.

**Article XIII. Signature.**

**Section 13.01 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 13.02 Signatories.** The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

  
{Insert Name of Appropriate Official}

  
{Insert Name of Appropriate Official}  
Wayne Carson Ph.D. C.E.O  
ACH Child and Family Services, Inc.

Date: 12-14-2013

Date: 12/12/13