## **Department of State Health Services**

## **Purchase Order**

**Dispatch via Print** 

Payment Te Net 30	rms Freight Terms Prepaid & Allow	<b>Ship Via</b> BEST WAY	Purchase Order	HHSTX-4-0000335557
specification	by informal bid, Invitation for Offer, or s, terms, and conditions set forth in the a	dvertisement and vendor's	<b>Date</b> 12/21/23	Revision Page
guarantees go requirements All shipmen	responses become a part of this numbered bods or services delivered meet or exceed ts, shipping papers, invoices, and correctase Order Number.	numbered purchase order	Ship To:	1899 - Lubbock:6302 Iola Ave HEALTH & HUMAN SERVICES COMMISSION 6302 Iola Ave Lubbock TX 79424 United States
Vendor:	3696696696 6 TEXAS DEPARTMENT OF CRIM TEXAS CORRECTIONAL INDUS PO BOX 4015 HUNTSVILLE TX 773424015 United States	DEPARTMENT OF CRIMINAL JUSTICE CORRECTIONAL INDUSTRIES 4015 VILLE TX 773424015		Invoice-DSHS Fiscal Claims DEPARTMENT OF STATE HEALTH SERVICES 1100 W 49th St (RBB) PO Box 149347 Austin TX 78756 United States
			Fax: Email:	512/458-7442 invoices@dshs.texas.gov
Exempt Rea	son: INTERAGENCY CONTRACTS		Purchaser:	Smith,Andre

FY24 funding EX/0 - TGC 771 Interagency Cooperation Agreement Requisition 0000248338 - Pricing per TCI Bid #2409-005

**Inventory Item ID - Line Description** 

This purchase order is contingent upon the continued availability of lawful appropriations by the Texas Legislature and may be canceled at any time in whole or part without penalty. HHS or the agency does not commit to ordering specific quantities of goods/services or dollar amounts with respect to this purchase order. The agency shall be obligated to pay for only those goods and/or services ordered and received by the agency. Any funds not utilized by 08/31/2024 are automatically canceled.

Quantity

Class/Item

**UOM** 

**PO Price** 

Extended Amt

**Due Date** 

Vendor contact TEXAS DEPARTMENT OF CRIMINAL JUSTICE Don Moore 254-883-1536 tci@tdcj.texas.gov

Agency contact Lori Dye 806-783-6474 Lori.dye@dshs.texas.gov

Line-Sch

\*\*\*PROOF APPROVAL IS REQUIRED BY AGENCY CONTACT ABOVE\*\*\*

PCS contact Andre Smith CTCD 512-406-2567 andre.smith@hhs.texas.gov

1-1 966-07 1.00 BOX 22.76000 \$22.76 12/21/2023

One sided Business Cards in color for Tammy Moriearty. 500/Box

Schedule Total \$22.76

Vendor Contact Information: Texas Correctional Industries Hobby Unit Print Shop Lori Ashworth Lori.Ashworth@hhs.texas.gov 742 FM 712; Marlin, TX 76661-4685 Phone No. 254-883-1536 Fax No. 254-883-1537

## **Department of State Health Services**

## **Purchase Order**

**Dispatch via Print** 

Payment Te Net 30	rms Freight Terms Prepaid & Allow	Ship Via BEST WAY	Purchase Order	HHST	X-4-0000335557	
If advertised specifications	by informal bid, Invitation for Offer, or Is, terms, and conditions set forth in the ac	Request for Proposal; all Ivertisement and vendor's	Date 12/21/23	Revision	Page 2	
guarantees go requirements		numbered purchase order	Ship To:	1899 - Lubbock:6302 Iola Ave HEALTH & HUMAN SERVICES COMMISSION 6302 Iola Ave		
_	All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.			Lubbock TX 79424 United States		
Vendor:	3696696696 6 TEXAS DEPARTMENT OF CRIMI TEXAS CORRECTIONAL INDUST PO BOX 4015 HUNTSVILLE TX 773424015 United States		Bill To:	Invoice-DSHS Fiscal Claims DEPARTMENT OF STATE 1100 W 49th St (RBB) PO Box 149347 Austin TX 78756 United States		
			Fax:	512/458-7442		

Smith, Andre **Purchaser:** Line-Sch **Inventory Item ID - Line Description** Class/Item UOM Quantity PO Price Extended Amt **Due Date** 

**Email:** 

invoices@dshs.texas.gov

Line 1 Business Card Information Taiya Jones Healthy Education Team Manager, Community Health Improvement, Maternal Child Health Cell: 806-252-0688 Taiya.jones@dshs.texas.gov 6302 Iola Avenue Mail Code: 1899 Lubbock, Texas 79424

Exempt Reason: INTERAGENCY CONTRACTS

Line 2 Business Card Information Tammy Moriearty Program Specialist Community Health Improvement Public Health Region 1

Office: 806-783-6472 Cell: 806-696-9082

Tammy.moriearty@dshs.texas.gov

6302 Iola Avenue Mail Code: 1899 Lubbock, Texas 79424

## Attached Business Card Samples and Bid

					Item Total for Line 1	\$22.76	
2-1	One sided Business Cards in color for Taiya Jones. Example is attached 500/Box	966-07	1.00	BOX	22.76000	\$22.76	12/21/2023
					Schedule Total	\$22.76	
					Item Total for Line 2	\$22.76	
3-1	Shipping & Handling	962-86	1.00	LOT	9.76000	\$9.76	12/21/2023
					Schedule Total	\$9.76	
					Item Total for Line 3	\$9.76	

## **Department of State Health Services**

## **Purchase Order**

**Dispatch via Print** 

Payment Te Net 30	rms Freight Terms Prepaid & Allow	Ship V BEST		Purchase Order		HHSTX-4-0	000335557
If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.  All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.				<b>Date</b> 12/21/23	Revision P  1899 - Lubbock:6302 Iola Ave HEALTH & HUMAN SERVICES COMMISSION 6302 Iola Ave Lubbock TX 79424 United States		
				Ship To:			
Vendor:	Vendor:  3696696696 6 TEXAS DEPARTMENT OF CRIMINAL JUSTICE TEXAS CORRECTIONAL INDUSTRIES PO BOX 4015 HUNTSVILLE TX 773424015 United States		Bill To:	Invoice-DSHS F DEPARTMENT 1100 W 49th St PO Box 149347 Austin TX 78750 United States	H SERVICES		
				Fax: Email:	512/458-7442 invoices@dshs.t	exas.gov	
Exempt Rea	son: INTERAGENCY CONTRACTS			Purchaser:	Smith,Andre		
Line-Sch	<b>Inventory Item ID - Line Description</b>	Class/Item	Quantity	UOM	PO Price	Extended Amt	<b>Due Date</b>

Total PO Amount \$55.28

No substitutions or cancellations are permitted without prior approval by Health & Human Services Commission. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Health & Human Services Commission reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Over shipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Health & Human Services Commission and Contractor to attempt to resolve all disputes arising under the contract.

Performance under this purchase order is acceptance of the attached affirmations and terms and conditions.

Authorized By

and Suth, CTCD

12/21/2023

# TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES INTERAGENCY AND INTERLOCAL UNIFORM TERMS AND CONDITIONS

# SECTION I FUNDING AVAILABILITY & FINANCIAL

#### A. FUNDING AVAILABILITY.

- 1. This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation, or any other disruptions of current appropriations, DFPS may reduce or terminate this Contract.
- **2.** DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

#### **B. PROMPT PAYMENT.**

DFPS will pay Performing Agency according to the Prompt Payment Act, Texas Government Code Chapter 2251.

### C. ANCILLARY EXPENSES.

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency will be reimbursed by DFPS.

### D. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program.

#### E. RECAPTURE OF FUNDS.

Performing Agency agrees that:

- 1. DFPS may withhold all or part of any payments to Performing Agency to offset overpayments made to Performing Agency. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates; that are not allowed under applicable laws, rules, or regulations; or that are otherwise inconsistent with this Contract, including any unapproved expenditures;
- 2. It will return to DFPS any amounts paid that are disallowed pursuant to any financial and compliance audit of funds received under this Contract; and
- **3.** It will reimburse such disallowed costs from funds that were not provided or otherwise made available to Performing Agency under this Contract.

## F. FINANCIAL REMEDIES.

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract's requirements including recovery of all actual damages DFPS accrues as a result of a Performing Agency's noncompliance. As

applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract's Supplemental and Special Conditions.

# SECTION II RECORDS - ACCESS, AUDIT & RETENTION

#### A. RECORDS RETENTION AND ACCESS.

- 1. Performing Agency will keep and maintain accurate and complete records necessary to determine compliance with this Contract and applicable laws.
- **2.** Performing Agency will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the federal government and their authorized representatives.
- **3.** Unless otherwise specified in this Contract, Performing Agency will maintain legible copies of this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.
- 4. THE PERFORMING AGENCY WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.

#### **B. SAO AUDIT.**

- 1. Performing Agency understands that acceptance of funds under this Contract or through a subcontract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds.
- **2.** Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
- **3.** Performing Agency agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
- **4.** Performing Agency will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors related to this Contract and the requirement to cooperate is included in any subcontracts it awards.

## C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

- 1. Performing Agency will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
- **2.** Any such correction will be at Performing Agency or its Subcontractor's sole expense.
- **3.** Whether Performing Agency's action corrects the noncompliance will be solely the decision of DFPS.

**4.** Performing Agency must provide, at DFPS's request, a copy of those portions of Performing Agency's and its Subcontractors' internal audit reports relating to this Contract.

### D. CONFIDENTIAL INFORMATION.

- 1. Performing Agency agrees to only use DFPS confidential information for the purpose of this Contract and to comply with all applicable state and federal law when it receives and stores DFPS confidential information, including but not limited to the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients:
  - **a.** Section 106 of the Child Abuse Prevention and Treatment Act, codified at 42 U.S.C. 5106a;
  - **b.** Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
  - **c.** Social Security Administration data including, without limitation Medicaid information (Social Security Act, 42 U.S.C. Chapter 7);
  - **d.** Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99;
  - **e.** Protected health information, including electronic protected health information or unsecured protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
  - **f.** Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2, 42 CFR Part 2;
  - **g.** Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
  - **h.** The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
  - i. Personal identifying information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
  - **j.** Texas Family Code §261.201 and related provisions in Chapters 261 and 264:
  - k. Texas Health and Safety Code §81.046 and Chapters 181 and 611;
  - I. Texas Human Resources Code §12.003, §40.005, and Chapter 48;
  - m. Texas Public Information Act, Texas Government Code Chapter 552;
  - **n.** 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services) and Chapter 705 Subchapter M (Adult Protective Services); and
  - **o.** Criminal history record information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
- 2. Performing Agency will notify DFPS immediately, but not later than 24 hours, after Performing Agency discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Performing Agency will also fully cooperate with DFPS in investigating, mitigating, and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.

- **3.** Performing Agency will only disclose information according to applicable law and will notify DFPS as required by the applicable law when it makes a disclosure.
- 4. In the event the Performing Agency receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal, or other similar legal process, they will provide DFPS with written notice of this request or demand within two business days of receiving it.

## SECTION III OWNERSHIP & INTELLECTUAL PROPERTY

### A. OWNERSHIP.

DFPS owns all work produced by Performing Agency under this Contract.

### **B. INTELLECTUAL PROPERTY.**

- 1. To the extent any services, deliverables, or work performed by Performing Agency results in the creation of intellectual property, all rights, title, and interest in and to such intellectual property will vest in DFPS upon creation and will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.
- 2. To the extent that title to any such intellectual property may not by law vest in DFPS, or such intellectual property may not be considered a "work made for hire," Performing Agency hereby irrevocably assigns all rights, title, and interest therein to DFPS.
- **3.** Performing Agency must give DFPS and the State of Texas, as well as any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section without any additional charge or expense beyond the stated amount payable to Performing Agency authorized under this Contract.

## **SECTION IV NOTICE**

### A. NOTICE OF LEGAL MATTER OR LITIGATION.

Performing Agency will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Performing Agency becoming aware of the litigation or legal matter.

# B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

Performing Agency will notify their assigned DFPS Contract Manager within 10 days of any change to the Performing Agency's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Performing Agency's name or identity, ownership, control, or governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

### C. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Performing Agency when it receives a complaint about the Performing Agency and advise the Performing Agency whether DFPS will conduct an investigation or will coordinate with the Performing Agency for an investigation. When DFPS requires the Performing Agency to conduct any part of the complaint investigation, Performing Agency must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

## SECTION V AMENDMENT

#### A. BILATERAL AMENDMENT.

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

#### **B. UNILATERAL AMENDMENT.**

A Unilateral Amendment will be effective on the date that is specified in it. DFPS has sole discretion to issue a Unilateral Amendment to modify a Contract's requirements, terms, or conditions as follows:

- 1. Correct an obvious clerical error;
- 2. Modify a Contract Number or Agency ID Number;
- **3.** Incorporate new or revised state or federal laws, regulations, rules, or policies;
- **4.** Comply with a court order or judgment;
- **5.** Update service level description or daily rates;
- **6.** Update Performing Agency's name as recorded by the Secretary of State, as required by law, or as authorized by DFPS;
- 7. Change either Party's Contract Manager or contact information;
- **8.** Change any recorded license number based on information obtained from the agency or entity issuing the license; and
- **9.** For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type as long as it is part of a current Open Enrollment.

## SECTION VI TERMINATION

## A. TERMINATION FOR CONVENIENCE.

DFPS may terminate the Contract, in whole or in part, at any time when in its sole discretion, DFPS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DFPS's notice of termination.

#### **B. TERMINATION FOR CAUSE.**

- 1. If the Performing Agency fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
- 2. In addition to any other remedy allowed by law, Performing Agency will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Performing Agency. These costs include but are not limited to the costs of procuring a substitute Performing Agency and the cost of any claim or litigation that is reasonably attributable to Performing Agency's failure to provide services or goods.

## C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

# SECTION VII GENERAL PROVISIONS

## A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless DFPS elects otherwise. Performing Agency irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

## **B. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.**

- Before providing direct services or having direct client contact, or access to client records, the Performing Agency will submit information necessary for DFPS to conduct background checks on its employees, subcontractors or volunteers according to the DFPS Background Checks Handbook under the applicable policy section at
  - http://www.dfps.state.tx.us/handbooks/Background Checks/default.asp,

- including any required disclosures. Furthermore, before the employee, Subcontractor or volunteer can provide direct services, have direct contact, or access client records, the Performing Agency must receive notice from DFPS that the background check has been approved.
- 2. If while providing direct services or having direct client contact or access to client records, the Performing Agency becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, Subcontractor or volunteer, then the Performing Agency will notify DFPS within 10 business days of them becoming aware of it. DFPS will determine if and when the employee, Subcontractor or volunteer can have direct contact with clients.

### C. ASSIGNMENTS.

Performing Agency will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Performing Agency agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

## D. SEVERABILITY.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

#### E. SURVIVABILITY.

Termination or expiration of this Contract will not release either Party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

## F. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties after a good faith effort is prevented from complying with any express or implied covenant of this Contract by reason of war, terrorism, rebellion, riots, strikes, acts of God, any valid order, rule, or regulation of any governmental authority or similar events that are beyond the control of the affected Party (collectively referred to as force majeure events), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming force majeure will promptly notify the other Party of the force majeure event in writing of the

reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

## **G. AUTHORITY OF DFPS STAFF.**

DFPS staff are not authorized to sign non-DFPS forms unless DFPS has given prior approval to those forms. DFPS is not bound to the terms of any forms signed by unauthorized staff.

## H. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Performing Agency certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the contract term to perform duties within Texas and all persons (including Subcontractors) the Performing Agency assigns to perform services, deliverables and work pursuant to the Contract.

#### I. WAIVER.

DFPS's failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract, will not constitute a waiver of any provision of the Contract.

### J. PERMIT AND LICENSE.

Performing Agency will be responsible at its expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations, or laws necessary or required for the Performing Agency to provide services or goods under this Contract.

## K. WARRANTY.

Performing Agency warrants that all services, deliverables and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry; conform to or exceed the specifications set forth in the Contract; be fit for ordinary use of good quality; and contain no material defects.

## L. REPORT OF WASTE, FRAUD, OR ABUSE.

Performing Agency who suspects fraud, waste, or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at <a href="https://sao.fraud.texas.gov/ReportFraud/">https://sao.fraud.texas.gov/ReportFraud/</a>.

## M. EQUITY AND INCLUSION IN SERVICE DELIVERY.

- 1. Performing Agency will ensure staff maintain an openness to on-going learning and self-reflection around culture.
- 2. Performing Agency will make reasonable efforts to provide services that take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to present information in a way that meets each client's individual needs.

- 3. Performing Agency will provide services in the client's primary language either directly by Performing Agency or by a DFPS approved translator.
- 4. Performing Agency will have a mission statement, core values, or other similar guidance that abridges how the Performing Agency will effectively provide services to clients of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms the client's experiences, protects and preserves the client's dignity, builds healthy partnerships between Performing Agency and clients, and ensures equity of service delivery.

#### N. PUBLICITY.

- 1. Unless prior written authorization is given by DFPS, Performing Agency must not use the name of, or directly or indirectly refer to DFPS in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- 2. Performing Agency will publish, at its sole expense, results of Performing Agency performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Performing Agency will acknowledge the support received in all format types (written, visual and audio) from DFPS and the Federal Agency, as applicable.

## O. LIMITATION OF DFPS NAME, SEAL, OR LOGO.

- 1. Performing Agency may not use the DFPS name, seal, or logo in any form or manner without the prior written approval of DFPS.
- 2. Performing Agency may not use the DFPS name, seal, or logo to imply any DFPS endorsement, approval, or sponsorship of Performing Agency's goods or services.

## P. SUBCONTRACTING.

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

- 1. Performing Agency will be responsible to DFPS for any Subcontractors' 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 cannot subcontract case management services without prior written DFPS permission.
- 4. Performing Agency will provide DFPS its proposed Subcontractors.
- 5. Subcontracting will be solely at Performing Agency's expense.
- 6. DFPS retains the right to check Subcontractors' background and approve or reject the use of submitted Subcontractors.

- 7. Performing Agency will be the sole contact for DFPS and Performing Agency will list a designated point of contact for all DFPS inquiries.
- 8. 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 Subcontractor. 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.
- 9. Payments to Subcontractors will be made pursuant to the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

## Q. 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 to DFPS Statewide Intake by either phone at 1-800-252-5400 or online at <a href="https://www.txabusehotline.org/Login/Default.aspx">https://www.txabusehotline.org/Login/Default.aspx</a>.

# R. INFORMATION SECURITY AND CYBERSECURITY TRAINING REQUIREMENTS.

As applicable to this Contract, the Performing Agency must comply with DFPS's Data and System Security Requirements at: <a href="http://www.dfps.state.tx.us/Doing">http://www.dfps.state.tx.us/Doing</a> Business/documents/Contractor Data and

<u>System Security Requirements.pdf</u> and agrees to periodically check for, and comply with, any updates made to this document.

## S. REMOVAL OF ACCESS.

Performing Agency will immediately remove access capabilities to any DFPS automated/internet-based applications, or immediately notify DFPS that access to such applications needs to be terminated for any employee, Subcontractor, or volunteer whose employment, Subcontract, or volunteer term with Performing Agency has ended for any reason.

### T. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.

Upon request from DFPS, Performing Agency will provide copies of its most recent business continuity and disaster recovery plans.

### **U. UNIFORM ACCESSIBILITY REQUIREMENTS.**

As applicable to this Contract, the Performing Agency must comply with DFPS's Uniform Accessibility Requirements at

http://www.dfps.state.tx.us/Doing Business/documents/DFPS-Uniform-Accessibility-Requirements-Section508-WCAG2.0.pdf and agrees to periodically check for, and comply with, any updated requirements made to this document.