DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT CONTRACT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and The Children's Shelter (Grantee or SSCC) (referred to herein as each a “Party” and collectively as the “Parties”) enter into this Contract for a Single Source Continuum Contractor (SSCC) for Community Based Care (CBC) and related services that support safety, permanency, and well-being of children in its legal conservatorship (Contract).

II. LEGAL AUTHORITY.

This Contract is entered under DFPS’ statutory authority in Texas Human Resources Code Chapter 40.

III. CONTRACT TERM.

This Contract starts on August 1, 2018 and ends on July 31, 2023 (sixty (60) months), and can be renewed, extended or terminated as provided for in this Contract in order to complete the mission of the procurement. At DFPS’ sole discretion, this Contract can be renewed for one additional sixty (60) month term. Additionally, DFPS reserves the right to extend the contract as necessary to complete the mission of the procurement.

IV. TOTAL AMOUNT OF THIS CONTRACT.

All expenditures under this Contract will be in accordance with the Funding Matrix (Exhibit C).

V. STATEMENT OF WORK.

A. The Grantee will perform the work and provide services as provided for in Exhibit A (Statement of Work). All work and services provided under this Contract must be in accordance with all state, federal laws, rules and regulations.

B. Additional Grant Information.

<table>
<thead>
<tr>
<th>CFDA#</th>
<th>Grant Title</th>
<th>Awarding Agency</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA #93.556.001</td>
<td>Title IV-B, Part 2 Promoting Safe and Stable Families</td>
<td>Administration for Children and Families</td>
<td>Deborah Bell ph (202)401-4611 address: Division of Payment Management, PO Box 6021, Rockville, Maryland 20852</td>
</tr>
<tr>
<td>CFDA #93.558</td>
<td>Temporary Assistance to Needy Families (TANF)</td>
<td>Administration for Children and Families</td>
<td>Deborah Bell ph (202)401-4611 address: Division of Payment Management, PO Box 6021, Rockville, Maryland 20852</td>
</tr>
</tbody>
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</tr>
</thead>
<tbody>
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<td>CFDA #93.645</td>
<td>Title IV-B, Part 1 Child Welfare Services State Grant</td>
<td>Administration for Children and Families</td>
<td>Deborah Bell ph (202)401-4611 address: Division of Payment Management, PO Box 6021, Rockville, Maryland 20852</td>
</tr>
<tr>
<td>CFDA #93.658.050</td>
<td>Title IV-E Foster Care Administration</td>
<td>Administration for Children and Families</td>
<td>Deborah Bell ph (202)401-4611 address: Division of Payment Management, PO Box 6021, Rockville, Maryland 20852</td>
</tr>
<tr>
<td>CFDA #93.658.060</td>
<td>Title IV-E Foster Care FMAP</td>
<td>Administration for Children and Families</td>
<td>Deborah Bell ph (202)401-4611 address: Division of Payment Management, PO Box 6021, Rockville, Maryland 20852</td>
</tr>
<tr>
<td>CFDA #93.667</td>
<td>Title XX Social Services Block Grant</td>
<td>Administration for Children and Families</td>
<td>Deborah Bell ph (202)401-4611 address: Division of Payment Management, PO Box 6021, Rockville, Maryland 20852</td>
</tr>
<tr>
<td>CFDA #93.674</td>
<td>Chafee Foster Care Independence Program</td>
<td>Administration for Children and Families</td>
<td>Deborah Bell ph (202)401-4611 address: Division of Payment Management, PO Box 6021, Rockville, Maryland 20852</td>
</tr>
</tbody>
</table>

VI. CONTRACT MANAGER.

The following will act as the Contract Managers authorized to administer activities and receive general correspondence under this Contract.

A. DFPS
   Name: Theresa Moran
   Title: DFPS Contract Administration Manager
   Address: 3635 SE Military Drive, San Antonio, TX 78223
   Phone: (210) 304-3938
   Email: Theresa.moran@dfps.state.tx.us

B. GRANTEE
   Name: Annette Rodriguez
   Title: Chief Executive Officer, The Children’s Shelter
   Address: 2939 W. Woodlawn, San Antonio, TX 78228
   Phone: (210) 212-2573
   Email: arodriguez@chshel.org

VII. LEGAL NOTICES.

Notice will be given to the following as provided in the Uniform Terms and Conditions.

A. DFPS
DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT CONTRACT

Audrey Carmical
General Counsel
P. O. Box 149030 MC E611
Austin, TX 78714-9030
Audrey.Carmical@dfps.state.tx.us

B. GRANTEE
Name: Annette Rodriguez
Title: Chief Executive Officer, The Children’s Shelter
Address: 2939 W. Woodlawn, San Antonio, TX 78228
Phone: (210) 212-2573

VIII. EXHIBITS.
The Parties agree to comply with the following Exhibits and that they are attached and incorporated as part of this Contract.

Exhibit A – Statement of Work
Exhibit B – SS&C Uniform Terms & Conditions (UTC)
Exhibit C – Funding Matrix
Exhibit D – Performance Measures
Exhibit E – Change Log
Exhibit F – HHSC Request for Application RFA HHS0000607
Exhibit G – Proposal Part 1
Exhibit H – Proposal Part 2
Exhibit I – Proposal Part 3, Attachments 1-37
Exhibit J – Proposal Part 4, Affirmations and Solicitation Acceptance
Exhibit K – Proposal Part 5, CBC Case Management Cost Proposal
Exhibit L – Proposal Part 6, CBC Family Services Cost Proposal
Exhibit M – Proposal Part 7 (Adoption)

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 effective as of the date of this signature under the following circumstances:

(A) Correct an obvious clerical error in this Contract;
(B) Incorporate new or revised federal or state laws, regulations, or rules
(C) Comply with a court order or judgment;
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(D) Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State;

(E) Change the name of the designated DFPS mailing address or DFPS contact person for this Contract; or

(F) 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 E. Change Log contains the record of all amendments made to the documents referenced in VIII EXHIBITS of this Contract.

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.

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.

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.

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.

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.

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.
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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.

DFPS

[Signature]
Hank L. Whitman
DFPS Commissioner
Date: July 31, 2018

GRANTEE

[Signature]
Annette Rodriguez
Chief Executive Officer
Date: July 31, 2018