

EXHIBIT C

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT SUPPLEMENTAL AND SPECIAL CONDITIONS

SECTION I SUPPLEMENTAL CONDITIONS

The following Supplemental Conditions modify the DFPS Grant Uniform Terms and Conditions.

A. Section V (Amendment) is modified by adding Section C as follows.

C. PLAN CHANGES.

For this Grant, a plan change is defined as a modification that can be approved by the designated DFPS Contract Manager to:

- 1.** A Grant Form; or
- 2.** A Budget Line Item, which is cost reimbursement line-item budget transfer that does not increase nor decrease the actual contract amount. All other changes must be processed via a bilateral or unilateral amendment.
 - a.** Grant Forms. Both parties agree that the Grantee may modify and resubmit forms associated with this grant at any time. Forms are not considered final until approved and accepted by the DFPS contract manager.
 - b.** Budget Line Items. For this grant, a budget line-item transfer is the reallocation of budget costs between two line-items within an expenditure category. Grantee can execute budget line items transfers of 10% or less of the Grant's total costs without prior approval of DFPS and must report the change in writing to the DFPS Contract Manager within 15 calendar days of its effective date. Grantee must obtain prior approval from the DFPS Contract Manager for a budget line transfer exceeding 10% of the Contract's total costs.

B. Section VI (Termination) is modified by adding Subsection D as follows.

D. TRANSITION AFTER TERMINATION.

At the end of the grant term or other grant termination or cancellation, Grantee will 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 Grant, DFPS will work with Grantee to transfer all services as efficiently as possible with the goal of having all necessary services transferred by the effective date of the expiration or termination of the Contract. However, in the event that transfer of all necessary services is not possible, the Grantee and DFPS will continue to perform in accordance with all terms and conditions of this Grant until DFPS determines that all necessary client services are completely transferred.

EXHIBIT C

SECTION II SPECIAL CONDITIONS

In addition to the DFPS Grant Uniform Terms and Conditions, the Grantee agrees to comply with the following DFPS Grant Special Conditions.

A. REMEDIES.

In addition to any other remedy provided under this Contract, state, or federal law, DFPS may impose the following:

- 1. Technical Assistance.** DFPS will provide informal support, guidance, clarification, and other forms of technical assistance via phone, email, and fax in order to resolve minor grant or performance compliance issues. Grantee will document all such instances of technical assistance in writing, including any implementation work.
- 2. Technical Resolution.** DFPS and Grantee will enter into a joint technical resolution process. Both parties will hold face to face meetings or scan calls where both parties will identify issues, barriers, potential solutions, and implementation strategies to fix noncompliance and performance issues. DFPS will document these sessions and provide Grantee with a final technical guidance document to aid in implementation.
- 3. Corrective Action Plan (CAP).** DFPS will provide Grantee with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies.
 - a.** Grantee must respond in writing within the timeframes required in the CAP, address each identified defect, and provide an appropriately thorough response to DFPS for review and approval.
 - b.** Upon receipt of DFPS's approval, the Grantee must implement and maintain compliance with the requirements of the CAP.
- 4. Suspension.** DFPS may suspend or remove all or any part of the Contract.
- 5. Removal of Staff.** DFPS reserves the right to require Grantee to remove any employee, volunteer, or agent of Grantee, or any Subcontractor, or Subawardee from the provision of services under this Contract, or to prohibit any employee, volunteer, or agent of Grantee, or any Subcontractor, or Subawardee from having direct contact with DFPS referred clients or client records.

B. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.

As applicable, Grantees must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight fiscal year quarters) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice that is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.