

THIS INTERAGENCY CONTRACT ("Contract") is entered into by and between the TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES ("DFPS" or "Department") AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON ("UT") pursuant to the Interagency Cooperation Act, Chapter 771, Texas Government Code.

The purpose of this Contract is to create resources to improve the Child Protective Investigations (CPI), Child Protective Services (CPS) Divisions, and the Child Care Licensing (CCL) Division of DFPS access to medical professionals that have expertise in the diagnosis of child abuse or neglect. Access to such expertise is intended to support DFPS staff in making decisions relating to the presence/absence of child abuse/neglect during CPI/CPS and CCL investigations. The goals of the Contract are to provide:

- Statewide access to forensic medical consultation services to DFPS staff;
- Expert testimony regarding child abuse/neglect diagnoses in DFPS cases; and
- Ongoing statewide training on the medical aspects of abuse and neglect to DFPS staff and others identified by DFPS.

## ARTICLE 1 – DEFINITIONS

The following terms will have the meanings indicated in this Article:

- 1.1 Case Consultation** – The communication including verbal, written and/or electronic, between DFPS staff and FACN staff pertaining to a referral. This consultation results in a final written assessment submitted by the FACN to DFPS.
- 1.2 Expert Testimony** – Testimony in court or in an administrative hearing provided by deposition, telephone, teleconferencing, or in person by a Medical Expert regarding a FACN referral or assessment.
- 1.3 Forensic Medical Assessment** – The provision of medical services, which may include a history, physical examination, diagnostic testing and treatment, resulting in a determination of whether a physical injury or condition resulted from or was likely to have resulted from abuse or neglect of a child, including whether the injury was inflicted or accidental, the injury was or was not consistent with a given explanation, the condition is or is not developmentally appropriate, etc. Besides providing medical services, this assessment may also include a case consultation, written assessment, and expert testimony. DFPS is not responsible for any costs associated with the medical services provided.
- 1.4 Medical Expert** – A healthcare provider who meets the following criteria:
  - 1.4.1** Is independently licensed to diagnose and treat medical conditions in the State of Texas (e.g., nurse practitioner, physician or physician's assistant)

- 1.4.2 Is certified in pediatrics by a nationally recognized board;
  - 1.4.3 Has received additional training in child abuse and neglect, beyond general pediatric training;
  - 1.4.4 Regularly evaluates children for alleged abuse or neglect as part of his or her routine pediatric practice; and
  - 1.4.5 Is either board-certified in Child Abuse Pediatrics by the American Board of Pediatrics (a "CAP"), or is supervised by a CAP. Supervision constitutes, at minimum, shared participation or timely review of all cases involving serious bodily injury and/or hospitalization
- 1.5 Regional Case Consultation** – A meeting comprised of FACN and Regional DFPS staff, in which FACN staff are available to informally discuss case scenarios. Any specific case(s) discussed at this meeting that results in a case consultation or written assessment and has not yet been referred to FACN prior to the meeting must result in an additional referral(s) to FACN.
- 1.6 Referral** – A request made by DFPS of FACN, via the web-based system or the toll free number, to request a case consultation and written assessment of a child abuse or neglect case. The assessment is usually based on a review of available records. There are three types of referrals:
- 1.6.1 **Routine Referral** – Any referral to FACN that is not an Emergency or Complex Referral.
  - 1.6.2 **Emergency Referral** – Referrals that are needed quickly, as determined by DFPS. Examples include but are not limited to: a child that has suffered serious physical injury; a child that is not expected to survive; a child that is in intensive care; a child that is in immediate risk of serious physical injury or sexual abuse; or a written assessment is needed to support the removal of a child from the home; and
  - 1.6.3 **Complex Referral** – Referrals that involve voluminous information. Examples of these cases include but are not limited to: a case involving multiple records spanning several months; or a case involving 3 or more children who have suffered serious injuries or prolonged neglect.
- 1.7 Referral by Physician** - When a child is seen at a hospital or clinic by a FACN physician and the physician or his/her representative enters into the web-based system the request for a case consultation and written assessment of the child abuse or neglect case.
- 1.8 Written Assessment** – The final product resulting from the FACN referral and case consultation; the provision of a medical expert opinion as to whether a physical injury or condition resulted from or was likely to have resulted from abuse or neglect of a child, including whether the injury was inflicted or accidental, the injury was or was not consistent with a given explanation, the condition is or is not developmentally appropriate, etc. .

## ARTICLE 2 - SCOPE OF SERVICE

UT shall (1) provide Case Consultations and Written Assessments in response to referrals by DFPS; (2) provide Expert Testimony regarding a Forensic Medical Assessment as requested by DFPS; (3) develop and deliver training to DFPS staff; (4) maintain a peer review process for physicians; (5) submit monthly reports; and (6) provide on-going operations, maintenance, and performance improvement of the FACN web-based system. These services include:

### 2.1 Case Consultations:

**2.1.1 Methods of Referrals:** UT shall provide case consultation services by the following methods:

**2.1.1.1** Toll free telephone services that will be available 24 hours a day 7 days a week; and

**2.1.1.2** A web-based system that will be available 24 hours a day 7 days a week. FACN is committed to providing 98% uptime for the year of service, excluding scheduled maintenance activities and the downtime caused by any issues related to problems with the hosting company or hosting facility that FACN cannot control.

**2.1.2 Documentation Requirement:** UT and DFPS staff shall utilize the FACN web-based system to document all FACN referrals. Any referrals made through the FACN toll free number or through an FACN hospital or clinic will be entered into the website within 24 hours by the DFPS caseworker assigned to the case. UT must provide:

**2.1.2.1** A timely written assessment of the results of the case consultation via the FACN web-based system; and

**2.1.2.2** An affidavit or other documentation to meet court or administrative hearing requirements, if requested by DFPS.

**2.1.3 Requirements for a Referral by Physician.** If a child is seen at one of the clinics or hospitals by a FACN physician and the case should be a FACN referral,

**2.1.3.1** The FACN physician must report the abuse or neglect case to DFPS Statewide Intake, if the case is not already a DFPS case;

**2.1.3.2** The FACN physician or his/her representative must ensure a FACN referral is entered into the system; and

**2.1.3.3** The FACN physician or his/her representative must make reasonable efforts to identify the assigned caseworker, communicate to the caseworker that a FACN referral has

already been made, and share the results of the written assessment with the caseworker upon the caseworker providing the child's person identification number.

**2.1.4 Timeframes.** Upon receipt of adequate supporting case information, as determined by the UT physician, the written assessment must be provided within the following timeframes:

- 2.1.4.1** Routine Referrals: within seven (7) calendar days of receipt of the referral;
- 2.1.4.2** Emergency Referrals: within three (3) calendar days of receipt of the referral, unless required earlier due to a judicial request or court or administrative hearing;
- 2.1.4.3** Complex Referrals: within a mutually agreeable time period; and
- 2.1.4.4** Referral by Physician: within three (3) calendar days of a child being seen at a hospital or a clinic.
- 2.1.4.5** If additional information is needed to make a determination on a case, the assigned physician will make contact with the caseworker. On the 14<sup>th</sup> day of inactivity, a second request will be emailed to the caseworker and the caseworker's supervisor. On the 21<sup>st</sup> day of inactivity, an e-mail will be sent to the caseworker, the caseworker's supervisor, and as appropriate, the CPI or CCL State Office Liaison. The 21<sup>st</sup> day e-mail will state that the case will be closed in one week if the additional information is not obtained. If DFPS has not responded and no additional information is forthcoming, the physician may designate the case as "inactive" after the 28<sup>th</sup> day.
- 2.1.4.6** Closed cases must remain accessible to the caseworker on the website.

## **2.1.5 MEDCARES**

- 2.1.5.1.** In accordance with Subchapter D, Chapter 261, Section 261.3017 of the Family Code the Forensic Assessment Center Network (FACN) must have the ability to obtain consultations with physicians, including radiologists, geneticists and endocrinologists, who specialize in identifying unique health conditions, including:
  - a. Rickets, Ehlers-Danlos Syndrome;
  - b. osteogenesis imperfecta;
  - c. vitamin D deficiency; and
  - d. other similar metabolic bone diseases or connective tissue disorders.
- 2.1.5.2.** If during an abuse/neglect investigation or assessment of one of the unique health conditions mentioned in Section 2.1.5.1, the

Department or FACN physician determines that a child requires a specialty consultation, the FACN physician shall refer the child's case to MEDCARES for the consultation, if MEDCARES has available capacity to review the child's case.

2.1.5.3. In providing assessments to the department on the unique health conditions provided by Section 2.1.5.1, the FACN and MEDCARES program must use a blind peer review process to resolve cases where physicians in the FACN and MEDCARES disagree on the causes of a child's injuries or in the presence of a condition listed under Section 2.1.5.1. A blind peer review process is defined as a review requiring the de-identification of the names of pertinent medical professionals consulting on the case.

**2.2 Regional Case Consultations.** UT shall provide the following regional case consultation services:

2.2.1 UT physicians will provide regional case consultations, as requested by CPS regional nurse consultants or the CCL State Office Liaison; and

2.2.2 Coordinate locations and dates of the regional case consultations with CPS regional nurse consultants or the CCL State Office Liaison. Regional case consultations may be conducted in person or via webinar.

**2.3 Expert Testimony.** FACN medical experts shall provide expert testimony in civil court cases, at the Department's request, either via telephone or in person. An FACN medical expert shall not be required to appear in person for state court testimony in a county beyond 150 miles of where the expert resides, but the expert will be available to testify via telephone in such cases if requested by the Department.

**2.4 Training and Presentations.**

2.4.1 UT will communicate with CPS regional nurse consultants and the CPI and CCL State Office Liaisons regarding the ongoing training needs of the DFPS staff.

2.4.2 UT shall provide the following:

2.4.2.1 Continuously posted on-line training, explaining how to use the FACN web-based system. UT is responsible for ensuring this information is current;

2.4.2.2 One face-to-face training organized by DFPS in each of the 11 DFPS regions, for a total of 11 trainings per year. UT physicians will make themselves available to provide up to 11 additional in-

person or webinar trainings per year if requested by DFPS regional nurse consultants, the CCL State Office Liaison or another DFPS designee; and

**2.4.2.3** Upon request by the CPS Medical Services Division, one 1-2 hour training for the CPS regional nurse consultants conducted in-person or via webinar. In addition, UT will provide DFPS nurse consultants access to on-line courses that provide nursing CEUs.

**2.4.4** UT must coordinate with the CPS regional nurse consultants or the CCL State Office Liaison on locations and dates of delivery for each training.

**2.4.6** FACN must ensure that all training objectives and materials are provided to DFPS. DFPS staff will be given sufficient notice (no less than 2 weeks prior to scheduled date of training) of upcoming trainings.

**2.5 Peer Review Process.** During the Contract period, UT will maintain the peer review process for physicians. The process should help physicians come to a consensus when they disagree about an abuse/neglect diagnosis.

**2.6 Reports.** UT will submit monthly progress reports to the CPI, CCL, and Purchased Client Services ("PCS") State Office Liaisons no later than the 15<sup>th</sup> day of the month following the end of the previous month/quarter in which the reports are due (e.g. a monthly report for March will be due April 15) in a format provided by DFPS. UT will ensure quarterly reports are available via the web based system. The monthly and quarterly reports described in 2.6.1 and 2.6.2 respectively will be provided in a format approved by DFPS. UT and DFPS will hold at least quarterly conference calls to discuss the monthly and quarterly progress reports. Quarterly conference calls will be scheduled by CPI, and CPI will ensure that UT, CCL and PCS State Office Liaisons are given at least 2 weeks' notice prior to said calls.

**2.6.1** The monthly progress reports will include a list of the activities categorized by DFPS programs (i.e., CPI/CPS, CCL) that were completed during the previous month, including:

**2.6.1.1** The total number of referrals received during the month, by county, DFPS region and physician that are documented on the FACN website;

**2.6.1.2** The timeliness of the number of referrals received during the month, according to the timeframes noted in 2.1.4.

**2.6.1.4** The total number of written assessments provided during the month by county, DFPS region and physician;

**2.6.1.5** The total number of Regional Case Consultations conducted by DFPS region and physician;

- 2.6.1.6 Dates and locations where expert testimony was provided, including the name of the physician that provided the testimony. Also specify whether the testimony was provided in person or by phone;
  - 2.6.1.7 Dates and locations where trainings were held and method of delivery (including the name of the physician conducting the training). A sign in sheet of DFPS staff (full names and employee id numbers) that attended the trainings is provided to CLOE.
  - 2.6.1.8 Any identified training needs for DFPS staff;
  - 2.6.1.9 Dates, locations and method of delivery of regional case consultations that have been held and those that have been planned as described at 2.2;
  - 2.6.1.10 Dates, locations and method of delivery of trainings that have been held, as described at 2.4,2.3;
  - 2.6.1.11 Numbers of presentations or trainings regarding the FACN network provided by special request (such as conferences, meetings with judges, physicians or other key stakeholders);
  - 2.6.1.12 The type of abuse and/or neglect involved for all of the FACN referrals as described in 2.6.1.1;
  - 2.6.1.13 A report regarding client services broken down by modality by center, child age, and ethnicity and Average Consultations per Site per Reporting Period; and
  - 2.6.1.14 Aggregate data regarding the statewide peer review process.
- 2.6.2 UT will provide DFPS additional requested reports as mutually agreed upon by both parties.
- 2.6.3 In addition to the monthly progress reports noted in 2.6.1, quarterly progress reports will be available on the web-based system and will be discussed during quarterly meetings. The quarterly progress reports will include all the information contained in the monthly reports for that quarter.
- 2.6.4 UT will report Performance Measure data as specified in Attachment C.
- 2.6.5 **Intellectual Property.** Except as otherwise provided in this Contract, all products produced by UT as a result of this Contract become the sole property of DFPS, including, without limitation, all plans, designs, software, and other contract deliverables. If UT develops any copyrightable material in the course of performing this Contract, then UT will grant the State of Texas, DFPS, any federal awarding agency, a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes. This section does not apply to any report, document, or other data, or any invention of UT which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Contract.

## ARTICLE 3 – CONFIDENTIALITY

The individual case information provided by DFPS in a referral for case consultation and the subsequent written assessment is confidential pursuant to state and federal law. This information may not be used for any purpose other than the goals of this Contract. The information must not be released to third parties, unless the release is required or allowed by law, rule (e.g. release information to law enforcement, or county and district attorneys), or court order.

The parties intend, where appropriate, to use teleconferencing capabilities to conduct case consultations. If either party believes that it cannot comply with the requirements of the Security Rule then the parties agree that any electronic transmission of PHI shall be limited to PHI which has been de-identified.

## ARTICLE 4 - CONTRACT MANAGEMENT

**4.1 CONTRACT AMENDMENTS.** Only a written amendment signed by both parties may amend this Contract.

**4.2 SUBCONTRACTING.** UT must obtain the Department's prior written consent before procuring and subcontracting for any services to be provided pursuant to this Contract. Any request for approval of a subcontract must include identification of the proposed subcontractor, reason for selection, a copy of the proposed subcontract and a description of the exact services subcontracted.

If UT uses a standard subcontract, it must provide DFPS with a copy of the blank subcontract. No subcontract will be approved unless it contains a clause that the subcontractor agrees to accept and abide by all terms and conditions imposed on UT in the Contract between DFPS and UT.

**4.2.1 Other Responsibilities of UT.** UT shall be responsible to the Department for any subcontractor's performance under this Contract. UT will monitor subcontractor performance on a method and timeframe agreed to by both UT and DFPS. UT shall, and will require any subcontractors to:

**4.2.1.1** Provide services in accordance with the provisions of this Contract and to allow the Department and its representatives to monitor, audit, evaluate, and otherwise review the services provided and related documentation.

**4.2.1.2** Notify the Department immediately and in advance of any significant change affecting UT, including change of subcontractor's name or identity, ownership or control, governing board membership, personnel, payee identification number, and other. Notice will be provided in writing to the Department within ten (10) working days of change.

**4.2.1.3** Provide statements from subcontractors signed by an official duly authorized to legally obligate the subcontractor and attest to the fact that it



shall provide the services as represented in this contract, including the incorporated documents, with no disruption to service delivery. A similar statement must be signed by each subcontractor who will provide services as part of the Contract. Each subcontractor may be required to submit ownership information and other information related to this Contract. UT must disclose any information regarding subcontractors.

**4.2.1.4** Due to the nature of DFPS business, DFPS will conduct Criminal Background Checks, or in some instances allow verification of Criminal Background Checks, and Abuse and Neglect History Checks on an initial basis and subsequently every two years for UT and subcontractor staff, excluding physicians, involved in direct delivery of services to DFPS clients, including access to personal client information.

Any employee of UT or subcontractor must be pre-approved by DFPS before engaging in direct delivery work under this Contract. DFPS retains the right to demand that UT cease using any employee of UT or subcontractor. UT agrees that replacement or removal of the staff person in question shall occur as soon as reasonably possible, but in no case more than twenty-four hours from receipt of such request from DFPS.

- 4.3 Accounting.** UT shall adhere to Generally Accepted Accounting Principles promulgated by the Federal Accounting Standards Board and 2 CFR 200, and follow Department fiscal management policies and procedures in submitting timely billings and maintaining financial records required to be kept under this Contract.
- 4.4 Record Keeping.** UT shall maintain financial, programmatic, and supporting documents, statistical records, inventories of non-expendable property acquired, and other records pertinent to claims submitted during the Contract period for a minimum of five (5) years after the termination of the Contract period. If any litigation, claim, or audit involving these records begins before the five (5) year period expires, UT will keep the records and documents for not less than five (5) years and until all litigation, claims, or audit findings are resolved. The case is considered resolved when a final order is issued in litigation, or a written agreement is entered into between the Department and UT. Contract period means the beginning date through the ending date specified in the original Contract.
- 4.5 Records.** THE CONTRACTOR MUST NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.
- 4.6 Reviews.** UT shall cooperate fully in any social studies or fiscal and programmatic monitoring, auditing, evaluating, or other reviews pertaining to services rendered by UT and any subcontractor which may be conducted by the

Department or the United States Department of Health and Human Services, or their authorized representatives; and to be responsible for any audit exception or other payment irregularity regarding this Contract or subcontract, but only if such exception or irregularity is due to the sole negligence of UT, which may be found after review by the Department or the United State Department of Health and Human Services; and to be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper billing amount.

**4.7 Audits.** Acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, Texas Health and Human Services Commission, Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this Contract or any subcontract. UT further agrees to cooperate fully with the State Auditor's office or its successor, including providing all records requested. UT will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through UT and the requirement to cooperate is included in any subcontract it awards.

#### **4.8 Termination and Remedies**

**4.8.1 Termination for Cause.** If either party fails to perform its obligations under this Contract, the other party may, upon written notice of default, terminate all or any part of this Contract after giving notice of at least 30 days and an opportunity to comply with provisions of this Contract within 30 days.

**4.8.2 Changes in Law.** If federal or state laws or other requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract, and if the parties cannot agree to an amendment that would enable substantial continuation of the services, the parties shall be discharged from any further obligation under this Contract upon written notice to the other party specifying the date of termination.

**4.8.3 Termination at Will.** This Contract may be terminated at any time by mutual consent. In addition, either party to this Contract may terminate this Contract by giving 30 days written notice to the other party. This Contract will be terminated at the end of the 30-day period.

**4.8.4 Effect of Termination.** The termination of this Contract shall not relieve DFPS of the obligation to pay for services rendered prior to the effective date of such termination. The provisions of Section 7.9 (Data Collection) and Section 7.10 (Training Materials) shall survive the termination of this Contract.

## ARTICLE 5 - COMPENSATION; CONTRACT AMOUNT

- 5.1 Amount of Payment.** The Department shall pay UT up to a maximum of \$12,299,750.00 for services rendered in accordance with the terms of this Contract upon receipt of a proper and verified statement and after deducting any known previous overpayment made by the Department. By August 1 of each year this contract is in effect, Contractor will provide DFPS with an updated Narrative and Budget for prior approval for the upcoming State of Texas fiscal year. All Narratives and Budgets must be approved by DFPS no later than August 31. If program income accrues, UT shall return to the Department any income that exceeds actual costs incurred for services rendered under this Contract. In no event shall payments exceed UT's actual reasonable, necessary, and allowable costs to provide services under this Contract.
- 5.2 Budget and Supporting Narrative.** The Department agrees to reimburse UT the reasonable, allowable, and allocable costs according to the Budget and Narrative attached hereto as Attachment A. The attached Budget and Narrative must include a fixed monthly price for the on-going operations, maintenance, and performance improvement of the FACN web-based system.
- 5.3 Funds Availability.** This Contract is at all times contingent upon the availability and receipt of state or federal funds that the Department has allocated to this Contract; and if funds for this Contract become unavailable during the term of this Contract this Contract may be immediately terminated or reduced at the discretion of the Department or UT. As of the effective date of this Contract, the Department represents and warrants that it has received funding to compensate UT for the services contemplated under this Contract.
- 5.4 Invoicing.** UT shall submit a monthly invoice in the format prescribed by the Department, for payment of reimbursable costs to DFPS no later than the 20th day of the month following the month in which services were performed. Notwithstanding anything to the contrary, the final invoice shall be submitted within forty-five (45) days after the end date of this Contract.
- 5.5 Method of Payment.** DFPS shall pay for services received from its appropriation items or account from which like expenditures would normally be paid, based upon vouchers drawn by the DFPS payable to UT.
- Payments received by UT shall be credited to its current appropriations items or accounts from which the expenditures of that character were originally made.
- 5.6 Basis for Payment.** The basis for payment for services rendered under this Contract is indicated in the service terms with the Budget and Narrative. UT agrees to this basis for payment and to adhere to the fiscal and billing policies and procedures noted in this Contract.

The Department is not obligated to pay unauthorized costs or to pay more than UT's allowable and actually incurred costs consistent with federal and state regulations. UT is responsible for submitting bills in an accurate and timely manner for each service period and for notifying the Department of a need to expedite payment. The Department will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.

**5.7 Budget Changes.** (For Cost Reimbursement Contracts only.)

**5.7.1** For contracts of \$100,000 or more, transfers between line items of a budget reaching a cumulative amount that exceeds ten percent (10 %) of the total FY budget will require prior approval from DFPS' contract manager. Lack of prior approval in these instances will be grounds for nonpayment of the item or items involved.

**5.7.2** For transfers not requiring prior approval from DFPS, as designated in Section 5.7.1., UT shall describe and report such transfers by letter within thirty (30) calendar days to DFPS. Any transfers shall be for allowable items as defined by DFPS that do not result in a significant change in the character or scope of the program.

**5.7.3** For all contracts, regardless of dollar amount, prior written approval must be secured:

**5.7.3.1** When transfers would result in a significant change in the character or scope of the program. Lack of prior approval in these instances will be grounds for recovery of unapproved payments and termination of this Contract at the option of DFPS; and

**5.7.3.2** When applicable federal cost principles in 2 CFR 200 apply additional pre-approval requirements.

**5.8 Personal Property.** For Cost Reimbursement contracts, UT shall assume responsibility for the protection of all personal property purchased under this Contract and to take appropriate measures to meet this obligation. UT shall furnish DFPS with a written, factual report of the theft of, or damage to, any personal property purchased under this Contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the personal property, UT shall notify appropriate local law enforcement authorities.

**5.9 Equipment.** For Cost Reimbursement contracts, equipment shall be defined as an article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of: the capitalization level established by UT for financial statement purposes; or

\$5,000. UT shall follow the provisions of State of Texas law applicable to state agencies regarding disposition of any equipment purchased under this Contract with funds allocated to UT. UT shall not give any security interest, lien, or otherwise encumber any item of equipment purchased with Contract funds. UT shall identify all equipment purchased under this Contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to DFPS at all times upon request. Cost reimbursement contractors must also follow the following guidelines when contracting with DFPS:

- 5.9.1** Cost reimbursement contractors must add certain types of equipment items that are classified as "controlled assets" as designated in the Comptroller's State Property Accounting User Manual ("SPA Manual") to its inventory. The following equipment shall be added to the inventory list based on the noted acquisition costs: Maintained irrespective of cost - Firearms (i.e. hand gun, rifle); Maintained with costs of \$500 to \$4,999 – (1) Stereo System, (2) Camera, (3) Video Recorder/Laserdisc Player (TV, VCR, Camcorder), (4) Desktop CPU (not Apple), (5) Printer (not portable), (6) CPU Desktop – Apple, (7) Data Projectors, (8) Portable CPU – not Apple (Laptop), and (9) Portable CPU – Apple (Laptop). UT should review the SPA Manual, available on the Internet, periodically for the most current list.
- 5.9.2** UT estimates useful life of depreciable assets based on historical data, if available. If historical information is not available for a particular type of equipment, UT will follow the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Assets" for equipment disposition purposes of establishing the useful life of equipment purchased with DFPS funds, except when federal or statutory requirements supersede.
- 5.9.3** UT must request DFPS approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
- 5.9.4** Any change to the equipment category in a cost reimbursement budget, will require prior approval from DFPS.
- 5.10 Regulation Compliance.** UT shall remain in compliance with 2 CFR, Part 200 as applicable and the Texas Uniform Grant Management Standards (UGMS).  
  
In the event of any conflict or contradiction between or among the regulations referenced in this Contract term, the regulations shall control in the following order of precedence: 2 CFR, Part 200; and UGMS.
- 5.11 Travel Reimbursement.** Travel expenses within the city where the provider maintains an office will not be reimbursed. DFPS will reimburse travel expenses incurred to provide a contracted service in a city other than the one in which the provider lives or maintains an office. The amount may not exceed the travel

reimbursement rates relating to lodging, meals, and mileage for state employees established by the Texas Comptroller of Public Accounts. Information regarding travel may be found at: <http://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>. Mileage must be calculated from the city of the provider's home address, or the city of UT's office located closest to the client, whichever is less. A mileage log must be maintained by each service provider to reflect the client's name, complete address of location leaving from and where services are being delivered, and total mileage.

## ARTICLE 6 - TERM OF CONTRACT

This Contract will become effective as of September 1, 2019 and shall terminate on August 31, 2024.

## ARTICLE 7 - MISCELLANEOUS PROVISIONS

- 7.1 Entirety.** This Contract and Attachments A through D contain the entire understanding of the parties with respect to the subject matter of this Contract and supersedes all previous discussions, proposals, or agreements written or oral between the parties.
- 7.2 Notices.** All notices to DFPS under this Contract must be sent to the attention of the Assistant Commissioner for Child Protective Services, Telephone 512-438-3269, Texas Department of Family and Protective Services, Mail Code E-550, P.O. Box 149030, Austin, Texas 78714-9030. All notices to UT under this Contract must be sent to the attention of The University of Texas Health Science Center of Houston, Senior Executive Vice President, Chief Operating and Financial Officer, at 7000 Fannin Street, Suite 1721, Houston, Texas 77030.
- 7.3 Lobbying Limitations.** UT shall not use any funding to support the services contained in this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.
- 7.4 Taxes.** The Department shall not be liable for state, local, or federal excise taxes.
- 7.5 Payroll Taxes.** UT must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees.
- 7.6 Employee Benefits.** UT is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. UT must comply with all Federal and State tax laws and withholding requirements. The Department will not be liable to UT or its

employees for any Unemployment or Workers' Compensation coverage, or Federal of State withholding requirements.

- 7.7 Force Majeure.** Neither party shall be liable to the other party for delays or failures to perform caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case, notification shall be done in as timely a manner as possible.
- 7.8 Data Collection.** DFPS shall have an unlimited license to use any data collected by UT in the performance of this Contract.
- 7.9 Training Materials.** DFPS shall have an unlimited license to use any training materials created by UT pursuant to this Contract.
- 7.10 Regent Approval.** Notwithstanding any other provision in this Contract to the contrary, this Contract is subject to the review and approval by The Board of Regents of The University of Texas System (the "Board") under Rules and Regulations of the Board, Rule 10501, Section 3. The validity and effectiveness of this Contract is contingent upon such approval of this Contract by the Board through the docketing requirements and approval process under the Rules and Regulations of the Board. If the Board does not approve this Contract by August 31, 2019, then this Contract will automatically terminate as of that date and the total value of the services that UT provides to DFPS under this Contract and the total amount paid by DFPS to UT under this Contract will not in any event exceed \$2,499,999.99.

#### **Article VIII. - CERTIFICATIONS**

- A. THE UNDERSIGNED AGREEING PARTIES certify that:**
1. the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of the State of Texas;
  2. the proposed arrangements serve the interest of efficient and economical administration of the State of Texas; and,
  3. the services, supplies, or materials covered by this Contract are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.
- B. DFPS further certifies that (1) it has authority to contract for the above services pursuant to Chapter 40, Texas Human Resources Code and Chapter 771, Texas Government Code, and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.**

D. The undersigned parties bind themselves to the faithful performance of this Contract.

**THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT  
HOUSTON**



Signature

Printed Name: T. Kevin Dillon

Printed Title: Senior Executive Vice  
President, Chief Operating and  
Financial Officer

8/19/19  
Date

**TEXAS DEPARTMENT OF FAMILY  
AND PROTECTIVE SERVICES**



Signature

Printed Name: Trevor A. Woodruff

Printed Title: Texas Department of  
Family and Protective Services Acting  
Commissioner

8/19/19  
Date

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 530-13-0090-00001 ARE  
HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A - UT HOUSTON NARRATIVE FY 2020**
- ATTACHMENT B - COPY OF UT HOUSTON FY2020 BUDGET**
- ATTACHMENT C - GOAL AND PERFORMANCE MEASURES**

APPROVED AS TO LEGAL FORM  
on behalf of UTH Health

By  8/16/19



Narrative
-----------

Contractor: UTHSC – Houston (FACN)

Contract No: \_\_\_\_\_

Contract Period: Sept. 1, 2019-Aug. 31, 2020

**Salary:** Requested funding for personnel at UTHSC-Houston Medical School includes one Site Director/Child Abuse Pediatrician (.50 FTE); one Child Abuse Pediatricians (.15 FTE); two Nurse Practitioners (.65 FTE and .15 FTE); one Senior Social Worker (.70 FTE); one Program Coordinator (1 FTE); a Psychiatrist (.20 FTE); a Senior Program Manager (.85 FTE) and a Research Coordinator (.25 FTE).

**Fringe Benefits:** Calculated at 17% for the Site Director, 22% for .15 Child Abuse Physician and Psychiatrist; 27% for the Program Coordinator, the Nurse Practitioners, Senior Program Manager and the Senior Social Work position' 34% for the Research Coordinator.

**Travel:**

*Mileage (\$0.58/mile); Lodging and Per Diems (Determined by Texas State Comptroller).*

Travel for one national trip (child abuse related conference) per year for the Program Director. One in-state meeting (child abuse related conference) per year for the Program Director. One national meeting, for each (2) Fellow.

Miscellaneous travel to include case reviews, training (both CPS and FACN Web Site), testimony, and travel for any other meetings as needed.

**Materials and Supplies:** Offices supplies include such items as books, pens, pencils, paper, folders, printer supplies, computer disks, labels, flash drives, scanner, etc.

**Equipment:** N/A

**Other Costs:**

Funds are requested for overnight express delivery services, 1-800 number fee, answering service, computer leasing, software and renewals for software licenses, and any other associated costs that are required to perform all duties as outlined in the FACN contract.

*Consultants.* Funds are requested for consultants' expertise and will be used as needed to handle specialty questions – e.g. a radiologist may be utilized to provide expert interpretation for radiologic images; a dentist may be utilized to provide expertise on bite marks, etc.

*Sunnet Annual Maintenance – CPS/APS:* Covers the cost of current contracts for maintenance services with SunNet Solutions.

*IT Services:* Covers the cost of current contracts for maintenance services with Dicom-Grid with the remaining funds to be used for continued development, implementation, modifications, and training for the FACN Web Site.

**Indirect Costs:** Indirect costs are calculated at 10% of salary only.

### Budget for Purchase of Service Contracts

**Summary**

**Contractor** UTHSC at Houston

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

[click here for instructions](#)

**Contract Period** 09/01/2019-8/31/2020

Cost Category	A Grand Total	B Reimbursable	C Other (Match)
(1A) Personnel - Salaries	504,038.19	504,038.19	0
(1B) Personnel - Fringe Benefits	124,232.86	124,232.86	0
<b>Subtotal</b>	<b>628,271.05</b>	<b>628,271.05</b>	<b>0</b>
(2) Travel	10,000.00	10,000.00	0
(3) Materials, Supplies, and Controlled Asset	1,000.00	1,000.00	0
(4) Equipment (Rent/Lease/Purchase)	0	0	0
<b>Subtotal</b>	<b>11,000.00</b>	<b>11,000.00</b>	<b>0</b>
(5) Other Costs (list below)	1,770,275.14	1,770,275.14	0
<b>Subtotal</b>	<b>1,770,275.14</b>	<b>1,770,275.14</b>	<b>0</b>
<b>Foster or Day Care Total (per DFPS unit rate below)</b>			
<b>Total Direct Costs</b>			
<b>Total Indirect Costs (if applicable) _____ 10 %</b>	<b>50,403.81</b>	<b>50,403.81</b>	
<b>Grand Total</b>	<b>2,459,950.00</b>	<b>2,459,950.00</b>	<b>0</b>

Unit Rate Contracts	Amounts
(a) Projected service units (days, etc.) x	
(b) Cost per unit of service (i.e., unit rates) x	
(c) Projected clients to be served	
<b>Foster or Day Care Total</b>	<b>0</b>

**Certified by:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



**Budget for Purchase of Service Contracts**

<b>(1B) Personnel - Fringe Benefits</b>	<b>Contractor</b>	<u>UTHSC at Houston</u>
	<b>Contract No.</b>	<u>0</u>
	<b>Contract Period</b>	<u>09/01/2019-8/31/2020</u>

Type of Fringe Benefits	A Total	B Reimbursable	C Other (Match)
Site Director (RB)	16,405.00	16,405.00	
Child Abuse Pediatrician (SL)	5,676.00	5,676.00	
Nurse Practitioner (MS)	22,355.19	22,355.19	
Nurse Practitioner (AM)	4,726.62	4,726.62	
Social Worker (SS)	13,402.93	13,402.93	
Program Coordinator (KB)	28,039.77	28,039.77	
Senior Program Manager (RB)	20,124.59	20,124.59	
Psychiatrist (CF)	8,536.00	8,536.00	
Research Coordinator (RP)	4,966.76	4,966.76	
<b>Total Fringe Benefits</b>	124232.86	124232.86	0

\*For monitoring purposes payroll data must be kept on file.  
\*\*Costs not allowable if already being paid by other sources.

### Budget for Purchase of Service Contracts

**(2) Travel**

**Contractor** UTHSC at Houston  
**Contract No.** 0  
**Contract Period** 09/01/2019-8/31/2020

Type of Travel Expense (mileage/food/lodging etc.)	A Total	B Reimbursable	C Other (Match)
Airfare	2,500.00	2,500.00	
Registration	3,000.00	3,000.00	
Mileage	400	400	
Lodging/Per Diems	3,300.00	3,300.00	
Misc. Expenses	800.00	800.00	
<b>Total Travel</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0</b>

\*For monitoring purposes, receipts and other detailed records must be kept on file.  
 \*\*Costs not allowable if already being paid by other sources.

### Budget for Purchase of Service Contracts

**(3) Materials, Supplies, and Controlled Assets**

*Contractor* UTHSC at Houston  
*Contract No.* 0  
*Contract Period* 09/01/2019-8/31/2020

Materials and Supplies (description)	A Total	B Reimbursable	C Other (Match)
General office supplies	1,000.00	1,000.00	
<b>Total Materials and Supplies</b>	<b>1000</b>	<b>1000</b>	<b>0</b>

\*For monitoring purposes, receipts and other detailed records must be kept on file.  
 \*\*Costs not allowable if already being paid by other sources.

### Budget for Purchase of Service Contracts

**(4) Equipment**

**Contractor** UTHSC at Houston

**Contract No.** 0

**Contract Period** 09/01/2019-8/31/2020

Equipment (description and basis of cost)	Method Used (rent/lease/buy)	A Total	B Reimbursable	C Other (Match)
N/A				
<b>Total Equipment</b>		0	0	0

\*For monitoring purposes, receipts and other detailed records must be kept on file.  
 \*\*All equipment must be tagged and numbered.  
 \*\*\*Costs not allowable if already being paid by other sources.

Budget for Purchase of Service Contracts

**(5) Other Costs**

**Contractor** UTHSC at Houston  
**Contract No.** 0  
**Contract Period** 09/01/2019-8/31/2020

<b>Other Costs (description and basis of cost)</b>	<b>A Total</b>	<b>B Reimbursable</b>	<b>C Other (Match)</b>
Consultants	30,000.00	30,000.00	
Answering Service	6,500.00	6,500.00	
Fed Ex., computer leasing, software renewals, DICOM, IT Changes	27,104.87	27,142.96	
Sunnet Maintenance	154,840.00	154,840.00	
Subcontracts	1,551,830.27	1,551,830.37	
<b>Total Other Costs</b>	<b>1770275.14</b>	<b>1770313.33</b>	<b>0</b>

\*For monitoring purposes, receipts and other detailed records must be kept on file.  
 \*\*Costs not allowable if already being paid by other sources.



**1. Goal and Performance Measures**

Pursuant to Texas Human Resources Code §40.058, all contracts for client services must include clearly defined goals and outcomes that can be measured to determine whether the objectives of the program are being achieved. The performance of the Contractor will be evaluated during the life of the contract through the Performance Measures found below and through monitoring of contract requirements outlined throughout the resulting contract.

The goal of this contract is to provide:

- Statewide access to forensic medical consultation services to DFPS staff;
- Expert testimony regarding child abuse/neglect diagnoses in DFPS cases; and
- Ongoing statewide training on the medical aspects of abuse and neglect to DFPS staff and others identified by DFPS.

**15.1. Performance Measures**

<b>Critical Task #1:</b> Contractor will complete routine assessments in a timely manner.
<b>Performance Period:</b> Data reported semi-annually, but annual determination of results.
<b>Indicator:</b> Percent of routine assessments completed within required time frames within the Reporting Period.
<b>Target:</b> 95%
<b>Data Source:</b> Survey Monkey
<b>Methodology:</b> <u>Numerator:</u> The total number of routine assessments completed within 7 calendar days of receipt of the referral during the Reporting Period. <u>Denominator:</u> The total number of routine assessments that were due during the Reporting Period.

<b>Critical Task #2:</b> Contractor will complete emergency assessments in a timely manner.
<b>Performance Period:</b> Data reported semi-annually, but annual determination of results.
<b>Indicator:</b> Percent of emergency assessments completed within required time frames within the Reporting Period.
<b>Target:</b> 95%
<b>Data Source:</b> Survey Monkey
<b>Methodology:</b> <u>Numerator:</u> The total number of emergency assessments that were completed and submitted within 3 calendar days of receipt of the referral during the Reporting Period. <u>Denominator:</u> The total number of emergency assessments that were due during the Reporting Period.

<b>Quality #1:</b> Contractor will provide quality assessments.
<b>Performance Period:</b> Data reported semi-annually, but annual determination of results.
<b>Indicator:</b> Percent of submissions accepted by DFPS without needing to be returned to the Contractor for corrections or additional information within the Reporting Period.
<b>Target:</b> 95%
<b>Data Source:</b> Survey Monkey
<b>Methodology:</b> <u>Numerator:</u> The total number of submissions (from Question 5 in Survey Monkey) that did not require DFPS to return them for corrections or additional information during the Reporting Period. <u>Denominator:</u> The total number of referrals that were completed and submitted during the Reporting Period.  <i>Note: Submissions returned for the purpose of adding analysis with information not originally supplied by DFPS will be credited to the numerator.</i>

## 15.2. Performance Measure Requirements

The Contractor will be responsible for supporting the collection of Performance Measure data for Critical Task #1, Critical Task #2, and Quality #1 as well as other required metrics. The Contractor must:

- A. Provide the total number of routine assessments completed within 7 calendar days of receipt of the referral during the Reporting Period.
- B. Provide the total number of routine assessments that were due during the Reporting Period.
- C. Provide the total number of Emergency referrals that were due during the Reporting Period.
- D. Provide the total number of Emergency referrals that were completed and submitted within 3 calendar days of receipt of the referral during the Reporting Period.
- E. Provide the total number of referrals that were completed and submitted during the Reporting Period.
- F. Provide the total number of submissions (from Question 5) that did not require DFPS to return them for corrections or additional information during the Reporting Period.
- G. Provide the total number submissions (from Question 5) that were returned for the purpose of adding analysis with information not originally supplied by DFPS during the Reporting Period.

- H. Keep all records of referral (Form 2054s), assessments, consultations, submissions and all other required forms, as well as verification of submission on file and available to DFPS upon request for the time period specified by DFPS for records maintenance. The records must be maintained in a manner to allow for ease in testing of the validity of the results being reported. Required documentation must be maintained for each Reporting Period, including a copy of the performance results which were reported to DFPS Contract Performance.
- I. Contractor will provide their name and Contract number to Contract Performance (email: [conperf@dfps.state.tx.us](mailto:conperf@dfps.state.tx.us)) so that a Contract specific link to **Survey Monkey** may be created. Contract Performance will create a link and provide it to the Contractor.
- a. In addition to meeting the performance measure requirements to the Contract Performance Division, the Survey Monkey results are used for additional quality assurance and metrics.
- J. Comply with report date timeframes. Performance Measure reporting is to be entered into PMET within 30 days of the end of the Reporting Period in accordance with the table below.

Reporting Period	Time Included	Report due between dates shown but no later than the last day indicated per Reporting Period
First Period (RP1)	Sept, Oct, Nov, Dec, Jan, Feb	March 1-31
Second Period (RP2)	Mar, April, May, June, July, Aug	September 1-30