

**Purchased Client Services Contract
Amendment**

September 2013

Contract #24118890

Amendment #3

This AMENDMENT (Amendment) of contract #24118890 (Agreement or Contract) is entered into by and between the **Texas Department of Family and Protective Services** (DFPS or the Department) and **ACH Child and Family Services** (Contractor).

1. Purpose

Section 8.01 of the Agreement stipulates that the Contract may only be modified through a written amendment mutually agreed upon and signed by both parties. DFPS procured this Contract under RFP #530-13-0070 for Single Source Continuum Contractor services and it has been amended 2 times. Both DFPS and ACH Child and Family Services agree that the enumerated revisions below represent necessary changes for the effective administration of the foster care redesign initiative and this SSCC contract.

2. Effect of Amendment on Contract

2.1. Unless otherwise modified, the terms and conditions of the Contract shall remain in full force and effect.

2.2. Revision 3.1. This Amendment modifies the Contract by deleting Section 8.02 of the Negotiated Contract in its entirety and substituting the following for same:

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

**Judy Pavone
DFPS Contract Administration Manager
Mailcode W-157
P.O. Box 149030
Austin, TX 78714-9030
(512) 438-3596
judy.pavone@dfps.state.tx.us"**

2.3. Revision 3.2. This Amendment modifies the Contract by adding the following definition for "Financial Literacy Education Program" to Article I of Exhibit A:

"Financial Literacy Education Program: Education, training and experiential support that includes:

- A) obtaining and interpreting a credit score;
- B) protecting, repairing, and improving a credit score;
- C) avoiding predatory lending practices;
- D) saving money and accomplishing financial goals through prudent financial management practices;
- E) using basic banking and accounting skills, including balancing a checkbook;
- F) using debit and credit cards responsibly;
- G) understanding a paycheck and items withheld from a paycheck; and
- H) protecting financial, credit, and identifying information in personal and professional relationships."

2.4. Revision 3.3. This Amendment modifies the Contract by adding the following definition for "Reunification" to Article I of Exhibit A:

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"Reunification: Identification of a child's own home as the safe and permanent living situation towards which services are directed. Reunification means that (1) DFPS has removed the child from the home and (2) DFPS has determined that the child's parents are willing and, after completing services, able to provide the child with a safe living environment. Reunification occurs when the child has returned to the home."

2.5. Revision 3.4. This Amendment modifies the Contract by adding new subsection (I) to Section 2.14 of Exhibit A in its entirety and substituting the following for same:

- (I) "DFPS will only refer children in paid foster care from the 3b catchment area (Erath, Palo Pinto, Parker, Hood, Johnson, Somervell and Tarrant counties) to the SSCC. The Department understands that the SSCC must have the ability to manage available capacity in Region 3b in order to ensure that children are placed within, or closer to, their home communities. For that reason, DFPS will not utilize any capacity maintained by any provider under a Legacy Contract in the Region 3b Catchment area unless Department placement staff can provide sufficient justification that: (1) placement within the catchment area is in the best interests of the child and (2) placement staff has exhausted all other placement alternatives (including why these placements were denied or not appropriate). Placement staff must provide this justification through their chain of command, up to the CPS Regional Director for Region 3, who will work with ACH and OCOK in making a determination of whether or not to approve the placement."

2.6. Revision 3.5. This Amendment modifies the Contract by deleting both charts in Section 3.01 of Exhibit A in their entirety.

2.7. Revision 3.6. This Amendment modifies the Contract by deleting the final sentence of Section 3.01 of Exhibit A in its entirety and substituting the following for same:

"The estimated DFPS budget for child placement and contract management staff resources allocated to the catchment area in FY2013 and FY2014 is \$526,087.00."

2.8. Revision 3.7. This Amendment modifies the Contract by deleting Section 3.10 of Exhibit A in its entirety and substituting the following for same:

"Section 3.10. Adoption Funds (Stages I, II, III). DFPS will pay the SSCC a fee for service rate for adoption services as described below in Charts 1 and 2:

Chart 1: Adoption Fee for Service Rates		
Service	Adoptive Type	Billing and Payment
		Maximum to be Billed
Placement Services	Single foster/adopt child, no siblings	\$0
	Single child adoption (non-foster parent)	\$4,400

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	Foster/adopt sibling group	\$0		
	Sibling group adoption	2 siblings	\$5,500	
		3 siblings	\$6,600	
		4 siblings	\$7,700	
		5 siblings	\$8,800	
		6 siblings	\$9,900	
Post-Placement Services	Single foster/adopt child, no siblings	\$4,400		
	Single child adoption (non-foster parent)	\$4,400		
	Foster/adopt sibling group	\$5,500		
	Sibling group adoption	2 siblings		\$5,500
		3 siblings		\$6,600
		4 siblings		\$7,700
		5 siblings		\$8,800
	6 siblings		\$9,900	

Chart 2: Adoption Fee for Service Rates for Children Above Basic Service Level

Service	Adoptive Type	Billing and Payment		
		Maximum to be Billed		
Placement Services	Single foster/adopt child, no siblings	\$0		
	Single child adoption (non-foster parent)	\$5,500		
	Foster/adopt sibling group	\$0		
	Sibling group adoption	For Each Moderate Level Child	\$5,500	
		For Each Basic Level Child	\$2,200	
Post-Placement Services	Single foster/adopt child, no siblings	\$5,500		
	Single child adoption (non-foster parent)	\$5,500		

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Foster/adopt sibling group		\$7,700
Sibling group adoption	For Each Moderate Level Child	\$5,500
	For Each Basic Level Child	\$2,200

The Department is not obligated to pay unauthorized costs or to pay more than the SSCC's reasonable, allowable, and actually incurred costs consistent with federal and state regulations.

2.9. Revision 3.8. This Amendment modifies the Contract by deleting the chart labeled "Fiscal Year 2014 Estimated Appropriated Purchase of Services Funding Allocations for Catchment Area" in Section 3.12 of Exhibit A in its entirety and substituting the following for same:

Chart 3: Fiscal Year 2014 Estimated Appropriated Purchase of Services Funding Allocations for Catchment Area

Stage I			Stage II			Total
Chafee - PAL Life Skills Services	Foster Day Care Services	Total Stage I Annual Allocation	Substance Abuse Purchased Services	Other CPS Purchased Services	Total Stage II Additional Annual Allocation	Total Stages I and II Annual Allocation
\$92,703	\$945,460	\$1,038,163	\$770,387	\$158,237	\$928,624	\$1,966,787

Note:

SSCC funding for purchase of services will be based on fiscal years 2014-2015 appropriated funding and allocated between legacy children and SSCC children. The estimated amounts provided in the table above represents funding for all children in the catchment area.

Foster Day Care funds are provided by the Texas Workforce Commission (TWC) contingent upon meeting certain eligibility requirements. DFPS will pay daycare providers directly with TWC funds upon receipt of a properly authorized request from the SSCC, which will manage the utilization of the above identified funds for daycare services in the catchment area.

2.10. Revision 3.9. This Amendment modifies the Contract by deleting Section 3.03 of Exhibit A in its entirety and substituting the following for same:

"Section 3.03. Quality and Utilization Management Contract Funds. As DFPS and the SSCC move through the Stages of Implementation, some of the quality and utilization management functions performed by DFPS (via a third-party contract) will transfer to the SSCC. As a result, a transfer of resources commensurate with the transfer of functions from DFPS to the SSCC will occur. DFPS will retain the resources associated with the functions necessary to operate the Region 3b legacy system,

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and the Department will provide a percentage of \$99,179.00 to the SSCC that reflects the corresponding level of functions that have transferred from DFPS to the SSCC. Both DFPS and the SSCC agree that this function transfer percentage will be determined by using the percent of children/youth who originated from Region 3b who have moved into the SSCC network of care."

2.11. Revision 3.10. This Amendment modifies the Contract by adding new subsection Section 2.16 to Exhibit B:

2.16 "Placement Disruption. A placement disruption occurs when a child must move from one paid foster care setting to another paid foster care setting because such setting is either not in the best interests of the child to remain in his or her current setting or because the current setting is no longer able to meet the needs of the child. The SSCC must make all reasonable attempts to prevent placement disruptions.

2.16.1 If a child referred to the SSCC requires a placement disruption and moves to a provider within the SSCC system of care, then the SSCC must ensure that the child's former provider completes DFPS Form 2109 and provides copies to the child's new provider and to the SSCC. The SSCC must keep copies of all DFPS Form 2109 and provide such copies to DFPS upon request.

2.16.2 If a child referred to the SSCC requires a placement disruption and must leave the SSCC system of care, then the SSCC must ensure that the child's former provider completes DFPS Form 2109 and provide copies to the SSCC. Upon receipt such form, the SSCC will retain a copy and provide copies to the Caseworker, the Caseworker's Chain of Command, and the State Office Discharge Mailbox at dischargemailbox@dfps.state.tx.us."

2.12. Revision 3.11. This Amendment modifies the Contract by adding new subsection Section 2.17 to Exhibit B:

"Basic Living and Social Skills. The Contractor must ensure for all Children that Caregivers:

- 1) Teach Basic Living and Social Skills.
- 2) Maximize opportunities for learning through the use of Experiential Life Skills Activities.
- 3) Provide access to Experiential Life Skills Activities provided by community resources;
- 4) Promote the ability to appropriately care for themselves and function in the community.
- 5) Assist Children ages 14 or older who have a source of income to establish a savings plan and, if available, a savings account to manage independently; and
- 6) Provide or assist Children ages 18 up to 22 years of age who have a source of income to obtain a savings or checking account with a Financial Institution in accordance with Texas Finance Code §201.101."

2.13. Revision 3.12. This Amendment modifies the Contract by deleting Section 10.1.2 of Exhibit B in its entirety and substituting the following for same:

10.1.2. Suspension, Ineligibility, and Voluntary Exclusion. Federal Law (2 CFR 180, 2 CFR 376, and Executive Orders 12549, 13224, and 12689) requires DFPS to screen each covered Contractor

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to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:

- 10.1.2.1. That Contractor and Contractor's principals are, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
- 10.1.2.2. That Contractor will not knowingly enter into any subcontract with an entity who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Contractor will also not knowingly enter into any subcontract with an entity whose principals are on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- 10.1.2.3. That Contractor will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

The parties to Contract #24118890 have duly executed this Amendment to be effective 07/01/2014.

Texas Department of Family
and Protective Services

Contractor:



Signature



Signature

Printed Name: Kathleen De

Printed Name: Wayne Carson

Title: Associate Com

Title: CEO

9-29-14

9/15/14

Date

Date