

Residential Child Care Contract Amendment

Contract Number \_\_\_\_\_ Resource Number \_\_\_\_\_
Facility Number \_\_\_\_\_ Facility License Type \_\_\_\_\_
Provider Enrollment No. \_\_\_\_\_ Amendment Number: \_\_\_\_\_

THIS AMENDMENT No. 2 ("Amendment") is entered into by and between the Texas Department of Family and Protective Services, ("Department" or "DFPS"), and \_\_\_\_\_ ("Contractor").

I. Recitals

The Department and the Contractor entered into Contract Number \_\_\_\_\_ ("Contract") for the purchase of services. The parties to the contract mutually agree to amend the Contract as follows:

II. Contract Amendments

Sections 6 (B), 20(C), and 44 of the Contract are deleted in their entirety and the following provisions substituted for same:

6. B) Within the first 45 days a child enters DFPS Conservatorship and is placed with a CPA, a CPA may submit a request for a Service Level evaluation directly to the Third-Party Contractor. All other requests for Service Level evaluations, including evaluations related to subsequent placements, must be directed to the child's caseworker for approval. The caseworker shall forward any approved requests to the Third-Party Contractor.

20. C) The Contractor shall comply with all applicable federal and state laws, including the Multiethnic Placement Act, as amended by the Interethnic Adoption Act of 1996 (42 USC Chapter. 21 §1996b), the Indian Child Welfare Act (24 USC Chapter 21 §1915), the Adoption and Safe Families Act of 1977 (42 USC Sec. 629 et seq. and Sec. 670 et seq.); Section 152 of the Adam Walsh Child Protection and Safety Act of 2006 (42 USC §671(a)(20)) and comparable state laws regarding placement of children.

44. The Contractor shall accurately complete cost reports, time studies, Internal Control Structure Questionnaires (ICSQ's), contract monitoring surveys, and any other reports required and requested by the Department and provide a copy to the Department within time frames specified by the Department. The Contractor must submit annual cost reports as required by Title 1, §355.7101 of the Texas Administrative Code.

II. Contract Deletions

Section 28 (B) of the Contract is deleted in its entirety.

All other terms and conditions of the Contract and any amendments to the Contract that are not in conflict with the terms of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to be effective as of November 1, 2006.

Texas Department of Family and Protective Services

Contractor:

Signature
Printed Name: \_\_\_\_\_
Printed Title: \_\_\_\_\_
Date: \_\_\_\_\_

Signature
Printed Name:
Printed Title: President/CEO
Date: \_\_\_\_\_