ARMS WIDE

SUBCONTRACT AGREEMENT
HOME STUDY

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES CONTRACT NUMBER:

☐ HHS001428600135 ☐ HHS001601600059

CONTRACT YEAR: September 1, 2025 – August 31, 2029

CONTRACT PROVIDER: **Spaulding for Children dba Arms Wide**

SUBCONTRACT PROVIDER:

This Document constitutes a subcontract for the services of an Independent Contractor; and it is not a contract of employment. The subcontract will create no relationships of employee and employer as a result of the execution of the subcontract or the performance of services.

Contract Provider shall not be authorized or required to withhold FICA and federal income taxes from amounts paid to the Subcontract Provider. Subcontract Provider agrees to indemnify Contract Provider and hold it harmless for any penalties, interest, or other payments which are required to be made by Contract Provider due to failure to withhold taxes hereunder, and Contract Provider is hereby granted a right of offset for any such amounts paid by Contract Provider.

I. Description of Services and Scope of Work:

A. Subcontract Provider will provide Foster Care and Adoption Home Studies for Contract Provider as assigned by the Supervisor or designee.

1. Subcontract Provider agrees to contact the assigned family within two (2) working days to arrange for a home visit.
2. Subcontract Provider further agrees that home visits will be scheduled with the family within seven (7) business days.
3. The Subcontract Provider is responsible for contacting Contract Provider for alternative arrangements if Subcontract Provider and family are unable to schedule a home visit within the specified time frame.

B. Subcontract Provider agrees to submit a completed, typed home study in the electronic record to the Supervisor or designee within fifteen (15) business days of the first visit with the family. The home study must use the format specified and provided by Contract Provider and comply with the Texas Health and Human Services Minimum Standards for Child-Placing Agencies.

1. Home Studies are expected to accurately reflect the Subcontract Provider's assessment. Contract Provider may request corrections or additions to a home study for typographical errors or errors in format, or additional needed information. The Subcontract Provider agrees to provide completed home studies within three (3) business days from date it was returned for corrections or additions.

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2. Home studies are expected to assess prospective foster and adoptive parents with regard to separation and attachment issues; dynamics and impact of abuse and neglect on children and their development; behaviors exhibited by children who have experienced the trauma of abuse, neglect, and removal from their birth families; age appropriate non-physical discipline for children with a history of abuse and neglect; availability and use of community resources to strengthen the support network of the adoptive family, as well as encourage advocacy for their adopted children; sexuality and its manifestations in children who have been abused and neglected; and health, disabilities and attitudes toward children with emotional or physical disabilities including addressing their expectations of and for a child with disabilities.
3. Decisions regarding verification of foster homes and approval of adoptive families are at the sole discretion of the Child Placement Management Staff or designee.
4. Any recommendations made by the Subcontract Provider regarding approval, denial or recommended follow-up will be reviewed by the Subcontract Provider with the family, for example, approval for a different age range or number of children than what family originally requested.
5. Subcontract Provider agrees to testify in judicial proceedings and administrative hearings at the request of the Contract Provider.

The Subcontract Provider agrees to meet the criteria established by the contract provider. The Subcontract provider will provide to the Contract Provider evidence of training as outlined in the Purchase of Services contract. Subcontract Provider agrees to maintain professional liability insurance and provide proof of this coverage to contract provider prior to or at the time this contract is signed, and at any time during the contract period that new coverage is received. It is the expectation of the Contract Provider that the services of the Subcontract Provider will meet the same high standards of those of the Contract Provider.

This agreement is entered into as of the date signed by Arms Wide.

Arms Wide

Company Name Here

DeJuana S. Jernigan, MSW, LCPAA
Chief Executive Officer

Signatory Printed Name

Title

Date

Date

Social Security/Taxpayer Identification Number

HOME STUDY RATES

Payment for services must not exceed fair market value. As payment for the services to be provided by the Subcontract Provider defined hereunder, Contract Provider agrees to pay to the Subcontract Provider consideration as follows:

- Contract Provider agrees to pay **$500.00** for each completed home study.
- Travel will be paid according to actual travel cost and will be verified using Internet calculations from the Subcontract Provider's home or office to the family's home at a rate of $0.60 per mile.
- Subcontract Provider is responsible for contacting the Supervisor or designee within five business days when unable to schedule an assigned home study.
- Contract Provider is not responsible for compensation when Subcontract Provider is unable to begin a home study. Contract Provider does agree to compensate the Subcontract Provider at the rate of:
    - **$50.00** if a home study is withdrawn after the first visit
    - **$100.00** if the home study is incomplete due to a decision to close or withdraw the study
    - **$250.00** if the home study is an update to an existing home study
    - **$65.00/hour for court appearance**

Subcontract Provider hereby agrees to submit travel expense reports for each month by the 5th day of the following month in which services were provided and to submit an invoice to Contract Provider supervisory staff within 15 days after the approval of the home study. Contract Provider agrees to forward to the Subcontract Provider its fees after the home study has been approved by the Supervisor or designee who meets the Child Placement Management staff requirements. DFPS is not responsible for the payment of services performed by the Subcontract Provider.