

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**CONTRACT FOR FAMILY FUNCTIONAL THERAPY SERVICES©
Number PE101
VisionQuest National, Ltd.**

This contract is effective **March 1, 2010** and is by and between the Texas Youth Commission, hereinafter **TYC**, and **VisionQuest National, Ltd., 600 North Swan Road, Tucson, AZ 85711**, hereinafter **Service Provider**, for the provision of providing Functional Family Therapy© services in Harris County. This contract, **Number PE101**, will expire on **February 28, 2011**.

This contract is entered into under the authority of §61.037, Human Resources Code, for the mutual considerations described in this contract.

This Agreement is composed of the following documents:

1. This Contract, including all attachments;
2. Service Provider's written responses to clarifications and questions, dated February 2, 2010;
3. Service Provider's proposal dated January 6, 2010; and
4. RFP #694-10-0844

In the event there is conflict between the Agreement documents, the order of precedence shall be the order listed above.

I. SERVICE PROVIDER

The Service Provider agrees to perform the following services for TYC youth:

- A. Provide services to TYC youth in accordance with Exhibit A, Description of Services;
- B. Maintain all licenses and certifications required for providing Family Functional Therapy© services for the full term of the contract. All therapists providing services to TYC youth, after this contract is fully executed, must be properly qualified and credentialed and pre-approved by TYC's Education, Treatment and Workforce Development before any services are rendered pursuant to this contract.
- C. F. Provide monthly progress reports to TYC that include:
 1. Summary of youth's participation in individual and group counseling,
 2. Summary of youth's overall behavior,
 3. Relevant therapeutic issues,
 4. Progress toward objectives identified in the individualized case plan.
 5. Treatment plan changes,
- D. Bill TYC in accordance with Exhibit B, Pricing Schedule, by submitting monthly claims to TYC Central Office Claims Department for payment at 4900 North Lamar Blvd., Austin, Texas 78765. The Service Provider shall submit invoice no later than ten (10) days from the last day of the month for which payment is requested. Each invoice must contain the name of each TYC youth, number of sessions attended, types of services provided, date services were provided and a description of the services rendered. Invoices will be reviewed and approved by the TYC Youth Services Division prior to authorizing payment.
- E. Afford TYC access to TYC youth and all records and/or information on TYC youth at all times.
- F. Forward copies of any audits, monitoring, or investigative reports completed on the Service Provider within five (5) work days of receipt.

- G. Allow TYC/designee to perform monitoring, performance evaluations, investigations, or audits.
1. Provide access, inspection, and reproduction to all records related to services rendered under this contract which are necessary to facilitate monitoring, performance evaluations, investigations or audits.
 2. Records include, but are not limited to, contracts, notes, real property documents, accounting/financial records, written policies and procedures, correspondence, performance evaluation data and reports, and any other information pertinent to revenues, costs, expenses, and performance of services provided under this contract belonging to either the Service Provider, its subsidiaries, parent and/or affiliate(s), including subconsultants, subcontractors, employees, and any and all **related parties** to the contract. **Related Party** is defined below.
 3. Upon request by TYC and during reasonable business hours, provide facilities to TYC/designee to perform any of the functions listed in this subsection, as well as adequate and appropriate work space and copier.
- H. Maintain all financial records in accordance with generally accepted accounting principles.
- I. Maintain and retain records for a minimum of three (3) years and 90 calendar days after the termination of the contract period, or for three (3) years after the end of the federal fiscal year in which services were provided, whichever is longer. If any litigation, claims, disputes, or audit involving these records begins before the three (3) years and 90 calendar days period expires, the Service Provider will keep the records and documents until all litigation, claims, disputes, or audit findings are resolved. Resolution is when a final order is issued in litigation, or a written agreement is entered into between TYC and the Service Provider. Contract period means the beginning date through the ending date specified in the original contract or any amendments.
- J. Disclose in writing to TYC any transactions with **related parties** providing goods or services to Service Provider for which Service Provider is reimbursed under the terms of this contract.
1. A **related party** always includes a family member by blood or marriage, (i.e., spouse, parents, grandparents, child(ren), grandchild(ren), aunt, uncle, niece, nephew, first cousins). In addition a **related party** is defined as any person or entity involved with Service Provider in any manner that would result in the ability of either party to significantly influence the management or operation of the other. Examples of **related parties** include, but are not limited to, parent companies, subsidiaries, as well as principal investors, owners, or managers and their relatives as listed above.
 2. Service Provider must report to TYC any transaction with a **related party** that could result in excessive profits from its relationship with the **related party**. If excessive profits are found to have occurred, administrative error sanctions may be imposed.
 3. Any violation of this section can be considered a breach and could result in administrative error sanctions or termination.
- K. Cooperate with or testify in judicial proceedings, legislative and administrative hearings or investigations, at the request of TYC.
- L. Notify TYC if Service Provider is or becomes a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). Service Provider is to secure any HIPAA consent or authorization necessary to provide to or obtain from TYC protected health information.

II. TYC

For and in consideration of the services provided to TYC youth in placement by Service Provider, TYC will:

- A. Determine which youth are eligible for referral to Service Provider's program and make appropriate referrals.
- B. Pay for services rendered by Service Provider in accordance with Exhibit B. The Service Provider to be paid under this contract shall not exceed **\$120,000**.
- C. Terms of payment shall be in accordance with Chapter 2251, Texas Government Code and Texas Government Code 403.055(h) that "payment owing to the contractor under this contract will be applied toward elimination of the contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the Comptroller administers or collects until the indebtedness or delinquency is paid in full."

- D. Take appropriate action if notified of youth or family not being available for scheduled visit.
- F. Remove youth from Service Provider's program when conditions exist that threaten the health, safety and welfare of TYC youth in the program.
- G. At the time of referral, TYC will provide the service necessary information for referral into the FFT program.
- H. Approve all counselors prior to providing services to TYC youth based on criteria established by TYC.
- I. Maintain records of all approvals by TYC's Youth Services, Education, Treatment and Workforce Development Departments.

III. CERTIFICATIONS

Article 1: Equal Opportunity

Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, state, local or other anti-discriminatory act, law, statute or regulation, along with all amendments and revisions of the acts, laws, statutes or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

Article 2: Unfair Business Practices

Service Provider certifies that it or its officers have not been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of Service Provider has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, this contract is void.

Article 3: Franchise Taxes

- Section 1:** Service Provider certifies that should Service Provider be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false this contract may be terminated at the option of TYC or other administrative error sanctions may be taken.
- Section 2:** If Service Provider is exempt from payment of Texas franchise taxes, Service Provider shall so indicate by attachment to this contract.
- Section 3:** If Service Provider's payment of Texas franchise taxes becomes delinquent during the term of this contract, Service Provider will notify TYC within 24 hours. If such delinquency cannot be cured within 24 hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TYC, this contract may be terminated at the option of TYC or other administrative error sanctions may be taken under the provisions of the contract.

Article 4: Asbestos Regulation Compliance

Service Provider certifies compliance with the Asbestos Hazard Emergency Response Act of 1986 (AHERA) by having on file with the Texas Department of State Health Services (DSHS) a copy of Service Provider's AHERA Management Plan for each facility the Service Provider owns, leases, or otherwise uses as a school or is part of a school, grades kindergarten through 12, inclusive where applicable. Prior to the initiation of services under this contract, Service Provider shall provide to TYC a certification of an asbestos-free environment or a copy of the DSHS acceptance and approval for the Service Provider's AHERA Asbestos Management Plan(s). Service Provider shall comply with the approved Management Plan during the term of this contract and any renewals; failure to do so shall be grounds for termination of the contract. Should DSHS approve a revised or modified Management Plan, a copy of the DSHS acceptance and approval of the revised or modified Management Plan shall be furnished to TYC.

Article 5: Human Immunodeficiency Virus Services Act Compliance

- Section 1:** Service Provider certifies compliance with the HIV Services Act, [Vernon's Texas Code Annotated (VTCA); Health and Safety Code, Section 85.001, et seq] requirements for maintenance of confidentiality regarding HIV and its related conditions, including Acquired Immunodeficiency Syndrome (AIDS).
- Section 2:** Service Provider further certifies that workplace guidelines are developed and implemented. Service Provider may elect to use workplace guidelines developed and implemented by TYC. Should Service Provider not elect to use workplace guidelines developed and implemented by TYC, Service Provider agrees its workplace guidelines shall be similar to TYC's as required by §85.113, Texas Health & Safety Code.
- Section 3:** In the absence of confidentiality guidelines, Service Provider is not eligible to receive state funds, and Service Provider agrees to refund to the state any state funds Service Provider receives while ineligible.

Article 6: Communicable Disease Prevention & Control Act Compliance

Service Provider certifies compliance with the applicable provisions of the Communicable Disease Prevention and Control Act, [Vernon's Texas Code Annotated (VTCA); Health & Safety Code, Section 81.001 et seq].

Article 7: Federal Confidentiality Compliance

Any program that specializes, in whole or in part, in providing treatment, counseling, and/or assessment and referral services for youth with alcohol or other drug problems must comply with the Federal confidentiality regulations. Said regulations apply only to programs that are federally assisted either directly or indirectly. Service Provider certifies compliance with these Federal requirements for confidentiality [42 USC Section 290 dd-2; 42 CFR Part 2] and agrees to comply with said requirements for so long as this contract is in force.

Article 8: Restriction on Possession of Weapons

Service Provider agrees that Service Provider or any associates providing services on behalf of Service Provider, shall not carry or possess any type of firearm or other weapon as defined by Texas Penal Code Section 46.02 while rendering services to TYC youth under this contract. This prohibition includes the carrying of a concealed handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. Service Provider shall be under an affirmative duty to keep weapons out of the possession of TYC youth in Service Provider's care.

Article 9: Required Disclosure of Lobbyist Activity

Service Provider agrees that if any person who is an employee of, director of, subconsultant, or subcontractor for Service Provider is required to register as a lobbyist under Chapter 305, Texas Government Code at any time during the term of this contract. Service Provider shall notify TYC Director of Business Services and provide timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305, Texas Government Code.

Article 10: Notification to TYC of Subconsultants & Subcontractors

- Section 1:** TYC shall be notified of the selection and/or use of all subcontractors, or subconsultants regularly used by the Service Provider in performing or assessing the performance of Service Provider's duties under this contract if paid or anticipated to be paid an amount exceeding \$5,000.00 during the term of this contract, and they are subject to the approval of TYC; said approval will not be unreasonably withheld.
- Section 2:** No contractual relationship will exist between Service Provider's subconsultants or subcontractors and TYC. TYC shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.
- Section 3:** Service Provider shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

Article 11: Compliance with Child Support, §231.006, Family Code

"Under §231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract or bid is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if his certification is inaccurate."

SERVICE PROVIDER MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT.

For nonprofit corporations with no identifiable owner of twenty-five percent (25%) or more of the corporation, indicate with "none" on the first line below.

None Robert Ledger Burton 50%
Name, Social Security Number, Percent (%)

VisionQuest Employee Stock Ownership 32%
Name, Social Security Number, Percent (%)

Name, Social Security Number, Percent (%)

Article 12: Compliance with §572.054, Texas Government Code, Former Officer or Employee of TYC

Service Provider certifies compliance with §572.054, Texas Government Code. Service Provider has not employed a former officer or employee of TYC to perform services on Service Provider's behalf, to secure this contract or to represent Service Provider in any manner prohibited by the referenced statute. A false certification could result in termination of this contract.

Article 13: Signatory Authority

The undersigned signatory certifies by his/her signature, that he/she has the authority to bind the Service Provider to the contract provisions stated herein.

Article 14: Compliance with §2252.901, Texas Government Code, Former or Retired Employee of the Agency

Service Provider certifies compliance with §2252.901, Texas Government Code, which provides "A state agency may not enter into an employment contract, a professional services contract under chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided the former or retired employee does not perform services on projects for the corporation, firm or other business entity that the employee worked on while employed by the agency." Service provider certifies that he/she is not prohibited from entering into this contract because of any prior employment with TYC.

Article 15: SDN and Blocked Persons List

Service Provider certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

Article 16: Criminal Background Checks

Service Provider will:

1. Provide information as directed and personnel access for a criminal background check including, but not limited to, fingerprinting check, criminal records check, sex offender registration records check, and drug test. Criminal background checks shall be conducted at TYC's expense and through TYC or TYC's contract providers for each of the service provider's employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers who work in direct youth care or has regular direct contact with TYC youth. Any service provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information shall be immediately prohibited from working with TYC youth. Any service provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall not work with TYC youth until the criminal background check is completed and approval is obtained from TYC's Director of Human Resources.
2. Notify TYC's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with TYC youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall be immediately suspended from working with TYC youth unless authorized by TYC's Director of Human Resources.

TYC will approve any service provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works in direct youth care or has regular direct contact with TYC youth in accordance with TYC policies and procedures. TYC's designated contact for criminal background checks is the Director of Human Resources (512) 424-6000.

Article 17: Convictions for Hurricane Katrina or Rita

Under Section 21255.006, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

IV. GENERAL PROVISIONS

Article 1: Relationship of Parties

The Service Provider is acting as an independent contractor and is wholly responsible for the day-to-day operations of its programs and employees; no joint venture, partnership, or agency exists nor shall be implied by the terms of this contract. No employee of Service Provider shall become an employee of TYC by virtue of this contract.

Article 2: Indemnity

Service Provider agrees to be liable for, and hereby does indemnify and hold harmless TYC and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts or omissions on the part of Service Provider, its officers, directors, agents, representatives, employees, or visitors which may arise out of or could result from this contract.

Article 3: Liability Insurance

Section 1: Service Provider shall maintain liability insurance in the amount of \$300,000 for each occurrence of negligence. The insurance must cover injury to a youth that occurs when the youth is in Service Provider's care, custody or control.

Section 2: Service Provider shall provide proof of insurance documents to the TYC Director of Business Services, upon request.

Section 3: The required insurance coverage must be maintained during the term of this contract in the above stated amount. Failure to maintain the required insurance coverage may result in termination of this contract or any other administrative error sanctions.

Article 4: Confidentiality and Security

Section 1: Service Provider agrees that all its employees will comply with state and federal law and with TYC policies regarding the confidentiality of student records and identifying information.

Section 2: Service Provider agrees that all information regarding TYC and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of TYC.

Section 3: Service Provider's employees who visit any TYC facility will comply with that facility's security regulations.

Section 4: Identifying pictures, appearances, films, or reports of TYC youth may not be disclosed by Service Provider without the written consent of the youth and, if under age 18, of his or her parents, guardian, or managing conservator.

Article 5: Administrative Error Sanctions

Section 1: TYC, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination below, or take other actions including, but not limited to:

- a. Require the Service Provider to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
- b. Recoup payment made to Service Provider; and/or
- c. Impose recommendations from audit or investigative findings, and minor or major sanctions; and/or
- d. Assess liquidated damages for each instance of non-compliance with the terms of this contract equal to \$150 multiplied by the average daily population of TYC youth placed with the Service Provider in the preceding month; and/or
- e. Suspend, place into abeyance, or remove any contractual rights including, but not limited to, withholding payment, moratorium on placements, population limitations and/or removal of all youth presently in the program.

Section 2: Service Provider shall cooperate fully with TYC and its authorized representative in carrying out corrective action plans.

Article 6: Termination

Section 1: Service Provider may terminate its obligations under this contract by giving thirty (30) days notice and assisting in relocating youth in the program to other placements.

Section 2: TYC may terminate its obligations under this contract by giving thirty (30) days notice, or immediately in the event youth are removed from the program when conditions exist that threaten the health, safety or welfare of TYC youth in the program, or in the event of breach of contract by Service Provider.

Section 3: TYC may terminate its obligations under this contract for failing to complete the corrective action specified and no extenuating circumstances exist; or is non-compliant with any area of the contract; or is below average in any single TYC performance measure; or is below standards in overall performance measure rating.

Section 4: TYC shall terminate this contract in the event that TYC is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.

Article 7: Waiver

No waiver by either party of any breach or default of the other under this contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

Article 8: Severability

If any part of this contract is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application and to that end the provisions of this contract are declared to be severable.

Article 9: Contract Amendment

No other agreements, oral or written, shall constitute a part of this contract unless such be made in writing, executed by the parties hereto or their successors, and expressly made a part thereof.

Article 10: Contract Renewal

The contract will not be automatically renewed. The contract may be renewed with the mutual agreement of both parties. The rate and services may be renegotiated based on performance and service delivery and the mutual agreement of both parties.

Article 11: Notice of Changes

Section 1: Service Provider shall notify TYC immediately in writing in advance of any significant change affecting the Service Provider, including but not limited to change of Service Provider's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and other significant changes that may affect the delivery of services under the terms of this contract.

Section 2: Service Provider shall refrain from transferring or assigning this contract or from entering into any subcontract for the services under this contract without prior written approval from TYC.

Section 3: Service Provider shall not relocate the services provided under this contract from the location stated in the preamble without prior written approval from TYC and a certification that the location to which services are to be relocated is in compliance with Chapter 224, Local Government Code.

Article 12: Notice

Required notices will be provided to the Director of Contracts and Procurement at the TYC Central Office at 4900 North Lamar, Post Office Box 4260, Austin, Texas 78765; to the TYC Central Office at 4900 North Lamar Blvd., Austin, Texas 78765 and to the Service Provider at **600 North Swan Road, Tucson, AZ 85711**.

Article 13: Venue

In any legal action arising under this contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.

Article 14: Problem Solving in the Ordinary Course of Business

Section 1: The parties to this contract shall use the procedures contained in this article for routine problem solving including claims for breach of contract. Should these procedures not resolve claims for breach of contract, the procedures contained in Article 15 shall be followed thereafter.

Section 2: Informal Resolution: Contract Service Providers and TYC staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, TYC staff are encouraged to utilize the following mechanism to resolve problems.

Section 3: Formal Resolution:

- a. Contract Service Providers or TYC staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution.
- b. The statement of problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
- c. Problems are resolved within ten working days; written responses will be sent to the individual or program that submitted it, designated contact and designated contact's supervisor.

Section 4: Appeal: Service Provider desiring to appeal the decision may do so within ten days by writing all pertinent information relevant to the appeal to the designated contact's supervisor if the problem was resolved by the designated contact; or Director of Business Services if the problem was resolved by the designated contact's supervisor. When appealed, the problem shall be resolved within 14 working days; responses will be sent to the individual or program who submitted it; designated contact; designated contact's supervisor; and Director of Business Services.

Article 15: Claims for Breach of Contract

Section 1: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used, as further described herein, by the Texas Youth Commission and Service Provider to attempt to resolve any claim for breach of contract made by the Service Provider.

- a. Service Provider's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the Service Provider shall submit written notice, as required by Subchapter B, to the Executive Director. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Texas Youth Commission and the Service Provider otherwise entitled to notice under the parties' contract. Compliance by the Service Provider with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
- b. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the Service Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Texas Youth Commission if the parties are unable to resolve their disputes under subparagraph A. of this paragraph.
- c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Texas Youth Commission nor any other conduct of any representative of the Texas Youth Commission relating to the contract shall be considered a waiver of sovereign immunity to suit.

Section 2: The submission, processing and resolution of the Service Provider's claim is governed by the published rules adopted by the Texas Youth Commission pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Section 3: Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Service Provider, in whole or in part.

Article 16: No Third Party Beneficiaries

The terms of the Agreement are for the sole benefit of the parties to the Agreement and will not be construed to confer any rights on any other person.

Article 17: Audit Clause

Service Provider understands that it and its subcontractors by accepting funds directly or indirectly under this contract are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations pursuant to Chapter 2262 of the Texas Government Code. Service Provider shall include a clause in its subcontracts providing that its subcontractors are subject to the authority of the State Auditor or its successor entity to conduct audits or investigations. Under the direction of the legislative audit committee, a Service Provider that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Failure to cooperate with the State Auditor may subject Service Provider to criminal penalties.

For the Texas Youth Commission:

Cheryl K. Townsend

March 16, 2010

Cheryl K. Townsend, Executive Director

Date

For the Service Provider:

Beth Ann Rowe

3-8-10

Signature

Date

Approved as to form:

[Signature]

3-3-10

TYC Attorney

Date

Contract Number: PE101

EXHIBIT A
Family Functional Therapy Services
Description of Services

I. Introduction:

VisionQuest's FFT the program in Harris County will include but not be limited to the following features:

- ♦ services will be conducted both in clinical settings as an outpatient therapy and as a home-based model;
- ♦ short-term intervention of 12 or more sessions per youth/family spread over a three month period;
- ♦ up to 30 hours of direct services (clinical sessions, telephone calls, and meetings involving community resources);
- ♦ primary focus of this intervention is with the family;
- ♦ phases of FFT includes specific goals, assessment foci, specific techniques of intervention (i.e. risk and protective factors addressed), and therapist skills necessary for success;
- ♦ the FFT clinical model has a "clear identification of specific phases which organize intervention in a coherent manner, thereby allowing clinicians to maintain focus on the context of considerable family and individual disruption";
- ♦ family-based interventions that adopt a multi-systemic perspective in order to treat the broad range of problems found in those youth who engage in delinquent and criminal behavior;
- ♦ comprehensive clinical model: established clinical theory, empirically supported principles and extensive clinical experience;
- ♦ Clinical practices that are flexibly structured and culturally sensitive;
- ♦ important emphasis on respecting all family members on their own terms (service providers who are sensitive to the needs of these diverse families and competent to work with them, and who understand why the families may resist treatment); and
- ♦ motivating families to change by uncovering family members' unique strengths in ways that enhance self-respect, and offering families specific ways to improve.

II. SERVICES

VisionQuest has long embraced the use of evidenced-based methodologies as a means of effectively responding to the needs of at-risk youth and their families. In order to ensure that VisionQuest's programs are the most effective possible in addressing the needs of at-risk youth, VisionQuest incorporates demonstrated "best practices" in serving those referred from the juvenile justice, child welfare, and behavioral healthcare fields. VisionQuest is committed to expanding the breadth and scope of evidenced-based practice in programs for youth and families throughout the United States and is a founding member of the *Association for the Advancement of Evidence-Based Practice (AAEBP)*, a national organization of innovative providers and collaborative evaluators promoting evidence-based programs and promising practices for children, youth and families (www.aebp.org). VisionQuest is so committed to evidence-based practices that the Executive Director of AAEBP, Dr. Peter Greenwood, is on its Board of Directors.

After examining a number of service approaches deemed to have exceptional track records and meeting with the founders of FFT, VisionQuest selected Functional Family Therapy as one of the primary modalities to be included among its service offerings.

VisionQuest's expansion of FFT services in Harris County will occur through a smooth transition due to the fact that the organization has been implementing Functional Family Therapy for seven years and has developed the expertise to initiate, staff, and operate a successful FFT program. There has been a learning curve in terms of knowing which types of youth and families are most appropriate for this program and are most likely to succeed. VisionQuest has also become skilled in recruiting and hiring staff that are the best fit with FFT's programmatic requirements. Because of its intensity and prescribed practices, FFT is a difficult program to implement, specifically in the start-up phase. VisionQuest has experienced difficulties that have resulted in previous FFT programs being slow in their beginning stages – one of VisionQuest's FFT programs has even experienced a full turnover in staff. While some may see this history as a negative, VisionQuest's new initiatives will greatly benefit as the organization has already experienced start-up problems and "growing pains" and has learned how to prevent those in new start-ups. VisionQuest is so committed to the FFT model that it has taken formal steps to expand into new communities. Richard Berry, VisionQuest's Administrator Director of FFT, has been designated to oversee the initiation of new sites, including hiring staff, developing written policies and procedures that are specific to the site, and initiating effective working relationships with the funding and referral sources.

The proposed FFT program will provide treatment for male and female youth (and their families) that are between the ages of 10 and 19 and are exhibiting significant externalizing behaviors. FFT is an outcomes driven systems based model of intervention/prevention that incorporates various levels of the client's interpersonal cognitive, emotional, and behavioral experiences. Also addressed are intrapersonal perspectives that focus on the family and other systems that impact the youth and his/her family system. FFT is a strengths-based model of intervention that emphasizes the capitalization of the resources of the youth, their family, and those of the multiple systems involved. Its purpose is to foster resilience and ultimately decrease incidents of disruptive behavior for the youth. More specifically, some of the goals of the service are to: reduce intense/negativistic behavioral patterns; improve family communication, parenting practices, and problem-solving skills; and increase the family's ability to access community resources.

The FFT model of intervention/prevention is based on three core principles for understanding the clients who are served, the problems with which the youth and families are faced, and the process of providing therapeutic services. These core principles can generally be defined as follows:

- ♦ *Core Principle One – understanding clients:* the therapist comes to understand the youth and his/her family in terms of their strengths on an individual, family system, and multi-systemic level;
- ♦ *Core Principle Two – understanding the client systemically:* the therapist conceptualizes the youth's behaviors in terms of their biological, relational, family, socioeconomic, and environmental etiology; subsequently, the therapist assesses the youth's relationships

with family, parents, peers, school, and environment and how these roles/relationships contribute to the maintenance and change of problematic behaviors; and

- ♦ *Core Principle Three – understanding therapy and the role of the therapist as a fundamentally relational process:* the therapist achieves a collaborative alliance with the youth and family that subsequently ensures that the therapy is systematic and purposeful while maintaining clinical integrity; the therapist follows the model, but also responds to the emotional processes (needs/feelings/behaviors) that occur in the immediacy during clinical practice.

III. SPECIFIC DESIGN OF THE SERVICE

On average, a youth/family will receive FFT for approximately three months. Over the course of this period, the therapist will work with the family in 12 to 15 one to two-hour sessions for less severe cases and up to 20 one to two-hour sessions for youth with more substantial acting-out behaviors. The frequency of the sessions will vary on a case-by-case basis over the course of the treatment; sessions could occur daily to weekly as needed. Services will occur in the family's home or community and at times that are convenient for the family members. Direct services will also include telephone calls and meetings with community resources.

VisionQuest's FFT services in Harris County will be carried out within the context of three distinct phases, consistent with the licensed FFT model. Each phase will consist of an assessment, goal-setting, and intervention component; all services rendered will be carried-out based upon the theoretical framework of the three core principles: understanding clients; understanding the client systemically; and understanding therapy and the role of the therapist as a fundamentally relational process. The three phases through which VisionQuest's proposed FFT program will be provided include:

- ♦ *Phase One: Engagement and Motivation* maximizes factors that enhance intervention credibility while minimizing factors likely to decrease credibility through the utilization of techniques that address maladaptive perceptions, beliefs, and emotions. Phase One focuses on assessing the families' strengths, identifying areas to improve upon, and setting goals for the family. During this initial phase, FFT applies reattribution/ reframing and other specific techniques that help to: build a collaborative alliance between the therapist and the family; reduce negativity and blame within the family system; secure buy-in by the family and ensure that each member is focused on the presenting problem; and foster the expectation that positive change will occur for the family.

The assessment focus of Phase One includes the identification of the presenting problems, risk and protective factors, the relational problems, and the context in which they occur.

- ♦ *Phase Two: Behavior Change* utilizes concrete behavioral interventions to guide and model specific behavior changes. The FFT Therapist applies individualized, developmentally, and culturally appropriate techniques to guide interventions. Tools used could include communication training, specific tasks and technical aides, basic parenting skills, and contracting responses-cost techniques. The goals of this phase are to reduce risk patterns on both the individual and family level; develop and implement

individualized change plans; change presenting delinquency behaviors; and build relational skills.

The assessment focus of this phase includes the monitoring of the quality of relational skills, compliance with behavior change plan, and relational problem sequence. The interventions should be designed to match the relational patterns of the family system and be manageable in the context of the family and the multiple systems in which they function.

- ♦ *Phase Three: Generalization* is guided by the need to apply positive changes to other problem areas and/or situations with the FFT Therapist helping families maintain change and prevent relapses. Generalization of change occurs when families are able to use newly acquired skills and apply them to new problems within the family system and within the greater systems in which they function. Goals for this phase are to: maintain and generalize change, prevent relapses, and provide community resources necessary to support change.

The assessment focus of this phase includes the identification of community resources needed and maintenance of the positive changes.

The youth and families served will have complex needs that will require a wide range of resources and supports. Partnering with other agencies and institutions is essential to effectively meeting these needs. All VisionQuest programs across the United States work closely with other local service providers, businesses, and public institutions to ensure that youth served and their family members have the full range of support needed to ensure long-term stability and success.

In the other places where VisionQuest provides Functional Family Therapy, the organization has been successful in collaborating with local organization to facilitate a plethora of resources made available to youth and families served. These partners have included, but have not been limited to: AA, ACT Center, Ala-Non, Ala-Teen, NA, Big Brothers and Big Sisters, Boy Scouts of America, Catholic Charities, Centers for Women, behavioral health entities, Girls Scouts, Girls, Inc., Goodwill, Offices of Public Defenders, vocational rehabilitation agencies, and a full range of social service, recreational, and cultural resources. VisionQuest's FFT staff have proven to have enhanced their community ties by being active members of many local and regional boards, councils and committees.

IV. TREATMENT PLANNING

The treatment plan will be developed by the Treatment Team (which includes the youth/family) based on the behaviors at referral and the goals of the youth and family. The treatment plan will be discussed, documented by the FFT Therapist, and signed by the caregiver and the youth (if 14 or older). Individual goals will be established at the beginning of treatment. Progress notes, entered by the FFT Therapist, will reflect the youth's/family's progress toward those goals. According to FFT principles, the development of phase specific assessment, goals, and interventions will be tailored to the youth's and family's strengths, and will be based on their individualized situations.

In the FFT model, emphasis is placed on measuring outcomes that are specific to each youth/family. There are four domains of assessment used to monitor progress towards the goals as delineated in the treatment plan:

- ♦ *Client assessment*...presents individual and family behaviors, functioning, strengths, and needs in order to enhance clinical judgment;
- ♦ *Adherence assessment*...identifies the adherence to the FFT model and aids in supervision and monitoring of clinical decisions;
- ♦ *Outcome assessment*...evaluates the behavioral changes of the youth, positive changes in family functioning, and achievement of goals as delineated in the treatment plan; and
- ♦ *Case Monitoring and Tracking*...documents all client contacts, outcomes of contacts, and progress of case and monitors practice and service delivery.

V. DISCHARGE PLANNING

The discharge planning process will begin at admission, to include the identification of potential transition needs of the youth and family as part of the treatment plan. VisionQuest's FFT Therapist will be responsible for identifying any transition needs of the youth and family and will document such needs in the progress notes throughout the duration of treatment.

A plan for discharge will be completed during the Generalization Phase of FFT. The FFT Therapist will establish a discharge plan that supports the criteria related to individualized issues identified on the treatment plan and the continued improvement made by the youth and family during FFT services. The FFT Therapist will also establish appropriate referrals to other community mental health, support group, social service, and substance abuse agencies within one week of discharge.

VI. YOUTH INTEGRATION INTO THE COMMUNITY

FFT focuses on fostering resilience for youth and families and capitalizing on resources within those families and within the multiple systems in which they live. Thus, in order to achieve generalization and effectively meet their goals, youth and families will need to demonstrate their ability to utilize resources within the community and demonstrate integration prior to discharge.

VisionQuest's FFT program for Harris County will be provided in the community where the youth and families reside. The therapy sessions will focus on the full integration of the youth into the community, the home, and their school. Issues such as school attendance, peer relationships, recreation, and leisure time will be an integral part of the discussions with the child and their family. Therapy sessions will be held primarily in the home and occasionally may be held in local community centers, churches, or other convenient locations.

FFT will be used both as a preventive program to avoid further involvement within the child welfare and/or juvenile justice systems and as aftercare when youth return from a residential program. When FFT is used as an aftercare component from a residential program,

community reintegration will be a key focus. The FFT process will begin while the youth is in the last month of the residential program and will support the youth and family throughout the difficult transition from placement to home.

VII CULTURAL COMPETENCY

As a well researched model, FFT is highly attuned to the importance of ethnicity and culture as they impact clients' treatment. Cultural values and concerns are addressed in the context of the family and the multiple systems which influence the intervention. Cultural sensitivity is an integral part of understanding the child and family from a systems perspective.

VisionQuest seeks to hire therapists who match the cultural and ethnic backgrounds of the clients they serve. Therapists are recruited locally from the community in which the families live so that they can truly understand the environment, values, and backgrounds of the families in FFT. VisionQuest's FFT staff also receive extensive cultural competency training through FFT, LLC and through in-service opportunities.

VIII STAFFING, TRAINING AND SUPERVISION

The Supervisor of the proposed FFT program will have a Bachelor Degree, Master Degree preferred, and four years of experience in providing direct clinical services to families. The Supervisor will have at least one year experience as a Functional Family Therapist and must demonstrate a thorough understanding of the FFT model and be committed to ensuring the highest degree of model fidelity. FFT, LLC shall approve the Supervisor's selection.

The Therapists will have Bachelor Degrees, two years direct experience with children, youth, and families and have knowledge of treatment approaches for adolescents and families and assessment methods and individual and group counseling techniques.

Job Descriptions for the Supervisor and the Therapist positions are enclosed in Appendix C. The FFT Therapists for Harris County will carry a caseload of 10 to 13 families at any one time with the typical length of treatment to be 12 to 16 weeks. However, if more referrals warrant the hiring of an additional part-time or full-time FFT Therapist, VisionQuest will do so. The FFT Supervisor/Therapist will carry a small caseload as well as supervise the Therapists.

VisionQuest contracts with FFT, LLC to provide training and clinical supervision of the staff. In addition, the FFT Therapists for Harris County will be required to complete an initial orientation training with VisionQuest. Ongoing training will be scheduled on a regular basis and additional supervision and support will be available from VisionQuest's Administrator of FFT (Richard Berry). The FFT Therapists will also participate in an on-site clinical introduction that will cover the core constructs, phases, and assessment and intervention techniques of FFT. Didactic materials will be used and will include handouts and videotape examples.

The FFT Therapists will participate in a weekly one-hour clinical phone supervision consultation with the FFT team that will be facilitated by FFT, LLC's clinical consultant. Supervision will focus on individual case assignment and adherence to the FFT model. The FFT Therapists will also participate in a weekly one-hour administrative team meeting with specific focus on quality assurance, model adherence, training, and community partnerships.

The FFT Therapists will participate in three designated on-site two-day follow-up training sessions with a specific focus on the FFT phases and implementation issues and processes and a two-day off-site team training session with a specific focus on program development.

IX DATA MANAGEMENT, MONITORING, AND OUTCOME MEASUREMENT

As with VisionQuest's other FFT Therapists, the Harris County FFT Therapists will become proficient with the utilization of the Clinical Services System (CSS) – an implementation tool developed by FFT, LLC that allows therapists to track the activities essential to successful program implementation. These activities include accurate progress notes, completion of assessment instruments in a timely manner, and detailed reporting that identifies family changes and successful achievement of outcomes.

In addition to the outcomes collected by FFT, LLC, the following data will be measured:

- ♦ number of youth and families successfully completing the program;
- ♦ average number of contacts per month per family both in-home and in placement;
- ♦ recidivism rate for FFT participants; and
- ♦ tracking of juvenile justice involvement of siblings.

**EXHIBIT B
Pricing Schedule**

PRICING INFORMATION

Functional Family Therapy (FFT)

Reimbursement will be for actual services provided to participants. Payments to Provider will vary depending on referrals of participants.

THERE IS NO GUARANTEE NUMBER OF REFERRALS.

Provide a rate schedule that shows the cost for 20 to 60 youth by Billable Unit for each Participant:

\$ <u>195.00</u>	<u>20 to 60</u>
(Billable unit Per Session Rate)	Number of Youth Served

Funding has been allocated for each fiscal year and can not be carried over from Fiscal year 2010 to Fiscal Year 2011.